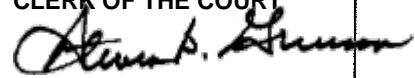


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EXHIBIT 1

EXHIBIT 1

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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

KEON KHIABANI and ARIA KHIABANI,
minors by and through their natural mother,
KATAYOUN BARIN; and KATAYOUN
BARIN, individually,

Plaintiffs,

vs.

MOTOR COACH INDUSTRIES, INC.,
a Delaware corporation; MICHELANGELO
LEASING INC. d/b/a RYAN'S EXPRESS,
an Arizona corporation; EDWARD
HUBBARD, a Nevada resident; VISTA
OUTDOOR INC. d/b/a GIRO SPORT
DESIGN, a Delaware corporation;
DOES 1 through 20; and ROE
CORPORATIONS 1 through 20.

Defendants.

Case No.: A-17-755977-C

Dept. No.: Department 31

COMPLAINT AND DEMAND FOR JURY TRIAL

ARBITRATION EXEMPTION CLAIMED
Damages Exceed \$50,000.00

COME NOW Plaintiffs, KEON KHIABANI and ARIA KHIABANI, minors by and
through their natural mother, KATAYOUN ("KATY") BARIN and KATY BARIN,
individually, by and through their attorneys, Will Kemp, Esq. and Eric Pepperman, Esq. of the
law firm KEMP, JONES & COULTHARD, LLP and Peter S. Christiansen, Esq. and Kendele

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1 L. Works, Esq. of CHRISTIANSEN LAW OFFICES, and for their claims against the
 2 Defendants, and each of them, complain and allege as follows:

3 **THE PARTIES**

4 1. At all relevant times, Plaintiff minors KEON KHIABANI and ARIA KHIABANI
 5 (“Plaintiff minors”) were and are residents of Clark County, Nevada. Plaintiff minors are the
 6 natural children of Dr. Kayvan Khiabani (Decedent) and Plaintiff Katy Barin.

7 2. At all relevant times, Plaintiff KATY BARIN was and is a resident of Clark County,
 8 Nevada. At the time of the incident described herein, Decedent and Plaintiff Katy Barin were
 9 husband and wife and resided with the Plaintiff minors in Clark County, Nevada.

10 3. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times,
 11 Defendant MOTOR COACH INDUSTRIES, INC. (“MCI”) was and is a corporation organized
 12 and existing under the laws of the State of Delaware and authorized to do business in the State
 13 of Nevada, including Clark County. MCI designs, manufacturers, markets, and sells
 14 commercial tour buses (aka Motor Coaches). Defendant MCI designed, manufactured, and sold
 15 the 2008, full-size Motor Coach involved in the incident described herein.

16 4. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times,
 17 Defendant MICHELANGELO LEASING INC. d/b/a RYAN’S EXPRESS (“Ryan’s Express”)
 18 was and is a corporation organized and existing under the laws of the State of Arizona and
 19 authorized to do business in the State of Nevada. Ryan’s Express is a ground transportation
 20 company that provides charter bus services for group transportation. Defendant Ryan’s Express
 21 owned and operated the MCI bus involved in the incident described herein.

22 5. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times,
 23 Defendant EDWARD HUBBARD was and is a resident of Clark County, Nevada. Edward
 24 Hubbard is employed by Ryan’s Express as a bus driver. As part of his duties and
 25 responsibilities, Hubbard operates full-size Motor Coaches and was operating the MCI bus at
 26 the time of the incident described herein.

27 6. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times,
 28 Defendant VISTA OUTDOOR, INC. d/b/a GIRO SPORT DESIGN (“Giro”) was and is a

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1 corporation organized and existing under the laws of the State of Delaware and authorized to do
2 business in the State of Nevada, including Clark County. GIRO designs, manufactures,
3 markets, and sells protective gear and accessories for sport activities, including cycling helmets.
4 Defendant Giro designed, manufactured, and sold the helmet that Dr. Kayvan Khiabani was
5 wearing at the time of the incident described herein.

6 7. The true names and capacities, whether individual, corporate, association or otherwise of
7 the Defendants, DOES 1 through 20 and/or ROE CORPORATIONS 1 through 20, inclusive,
8 are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs
9 are informed and believe, and thereupon allege, that each of the Defendants designated herein as
10 DOES and/or ROE CORPORATIONS is responsible in some manner for the events and
11 happenings herein referred to, and in some manner caused the injuries and damages to Plaintiffs
12 alleged herein. Plaintiffs will ask leave of the court to amend this Complaint to insert the true
13 names and capacities of said Defendants, DOES 1 through 20 and/or ROE CORPORATIONS 1
14 through 20, inclusive when the same have been ascertained by Plaintiffs, together with the
15 appropriate charging allegations, and to join such Defendants in this action.

16 8. Whenever it is alleged in this Complaint that a Defendant did any act or thing, it is
17 meant that such Defendant's officers, agents, servants, employees, or representatives did such
18 act or thing and at the time such act or thing was done, it was done with full authorization or
19 ratification of such Defendant or was done in the normal and routine course and scope of
20 business, or with the actual, apparent and/or implied authority of such Defendant's officers,
21 agents, servants, employees, or representatives. Specifically, Defendants are liable for the
22 actions of its officers, agents, servants, employees, and representatives.

23 24 9. All of the Defendants as named herein are jointly and severally liable to Plaintiffs for
25 Plaintiffs' damages.

26 10. Plaintiffs are informed and believe, and thereupon allege, that Defendants, and each of
27 them, jointly and in concert undertook to perform the acts as alleged herein, that Defendants and
28

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1 each of them had full knowledge of the acts of each co-Defendant as alleged herein, and that
 2 each Defendant authorized or subsequently ratified the acts of each co-Defendant as alleged
 3 herein, making each co-Defendant an agent of the other Defendants and making each Defendant
 4 jointly responsible and liable for the acts and omissions of each co-Defendant as alleged herein.

5 **JURISDICTION AND VENUE**

6 11. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00),
 7 exclusive of costs, interest, and attorneys' fees.

8 12. Venue is proper in this Court because the incident giving rise to this lawsuit occurred in
 9 Clark County, Nevada.

10 **GENERAL ALLEGATIONS**

11 13. On or about April 18, 2017, Dr. Kayvan Khiabani was riding his Scott Solace 10 Disc
 12 road bicycle southbound in a designated bicycle lane on S. Pavilion Center Drive near the Red
 13 Rock Resort and Casino in Las Vegas, Nevada. At the time, Dr. Khiabani was wearing a
 14 bicycle helmet designed, manufactured, and sold by Giro.

15 14. Upon information and belief, at approximately 10:34 AM, as he approached the
 16 intersection of S. Pavilion Center Drive and Griffith Peak Drive, Dr. Khiabani was overtaken by
 17 a large tour bus on his left side.

18 15. The bus was a 2008, full-size Motor Coach that was designed, manufactured, and sold
 19 by Defendant MCI. Upon information and belief, the subject bus was designed and
 20 manufactured without proximity sensors to alert the driver of adjacent pedestrians and/or
 21 bicyclists that may be difficult to see or to alert such pedestrians and/or bicyclists.

22 16. At the time, the bus was owned and operated by Defendant Ryan's Express and being
 23 driven by Defendant Edward Hubbard, an employee of Ryan's Express.

24 17. Upon information and belief, at the time that it overtook Dr. Khiabani, the bus was
 25 traveling in excess of the posted speed limit and traversing out of the right-hand turn lane and
 26 crossing over the designated bicycle lane from the right side of Dr. Khiabani to the left side of
 27 Dr. Khiabani.
 28

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18. As it crossed over the designated bicycle lane to overtake Dr. Khiabani on the left, the bus and Decedent's bicycle collided.

19. As a direct and proximate result of this collision, Dr. Khiabani suffered catastrophic internal and external injuries, including to his head, severe shock to his nervous system, and great pain and suffering. Dr. Khiabani was transported from the scene of the accident and ultimately died from his injuries.

FIRST CLAIM FOR RELIEF

(STRICT LIABILITY: DEFECTIVE CONDITION OR FAILURE TO WARN AGAINST DEFENDANT MCI)

20. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

21. Defendant MCI, or its predecessors and/or affiliates, were responsible for the design, manufacture, construction, assembly, testing, labeling, distribution, marketing, and sale of the subject bus.

22. At the time of the above-described incident, the subject bus was being used in a manner foreseeable by Defendant MCI.

23. As so used, and from the time the bus left the hands of Defendant MCI, the subject bus was defective, unfit, and unreasonably dangerous for its foreseeable use.

24. The subject bus was further defective and unreasonably dangerous in that Defendant MCI failed to provide adequate warnings about dangers that were known or should have been known by MCI and/or failed to provide adequate instructions for the bus' safe and proper use.

25. The aforementioned incident was a direct and proximate result of a defect or defects in the bus and/or the failure of Defendant MCI to warn of defects that were either known or should have been known or to instruct in the safe and proper use of the bus. As a result, Defendant MCI should be held strictly liable in tort to Plaintiffs.

26. As a direct and proximate result of the defective nature of the subject bus, Decedent Dr. Kayvan Khiabani suffered catastrophic personal injuries and died.

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1 27. As a direct and proximate result of the acts and omissions of Defendant MCI, Decedent
2 sustained past, present, and future lost wages, which would otherwise have been gained in his
3 employment if not for his death proximately caused by this accident, far in excess of Fifteen
4 Thousand Dollars (\$15,000.00).

5 28. As a direct and proximate result of the acts and omissions of Defendant MCI, the
6 Plaintiff minors each have been deprived of their father's comfort, support, companionship,
7 society, and consortium, and further, each has suffered great grief, sorrow, and extreme
8 emotional distress as a result of the death of their father, to each for general damages far in
9 excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of Fifteen
10 Thousand Dollars (\$15,000.00). The minor children also seek to recover for the pain, suffering,
11 and disfigurement of their father.

12 29. As a direct and proximate result of the acts and omissions of Defendant MCI, Plaintiff
13 Katy Barin has been deprived of her husband's comfort, support, companionship, society, and
14 consortium, and further, has suffered great grief, sorrow, and extreme emotional distress as a
15 result of the death of her husband, for general damages far in excess of Fifteen Thousand
16 Dollars (\$15,000.00) and economic damages far in excess of Fifteen Thousand Dollars
17 (\$15,000.00). Plaintiff Katy Barin also seeks to recover for the pain, suffering, and
18 disfigurement of her husband.

19 30. As a direct and proximate result of the acts and omissions of Defendant MCI, Plaintiffs
20 have suffered general and special damages in an amount far in excess of Fifteen Thousand
21 Dollars (\$15,000.00).

22 31. In carrying out its responsibilities for the design, manufacture, construction, assembly,
23 testing, labeling, distribution, marketing, and sale of the subject bus, Defendant MCI acted with
24 fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of others.
25
26
27
28

1 As a direct and proximate result of the conduct of Defendant MCI, Plaintiffs are entitled to
 2 punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).

3 32. Plaintiffs have been required to retain legal counsel to prosecute this action, and are
 4 therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

5 **SECOND CLAIM FOR RELIEF**

6 **(NEGLIGENCE AGAINST DEFENDANTS RYAN'S EXPRESS**

7 **AND EDWARD HUBBARD)**

8 33. Plaintiffs incorporate by this reference each and every allegation previously made in this
 9 Complaint, as if fully set forth herein.

10 34. Defendant Ryan's Express is vicariously liable for the wrongful acts or omissions of its
 11 employee, Defendant Hubbard, in connection with the subject accident because: (i) at the time
 12 of the subject accident, Defendant Hubbard was under the control of Defendant Ryan's Express,
 13 and (ii) at the time of the subject accident, Defendant Hubbard was acting within the scope of
 14 his employment with Ryan's Express.

15 35. Defendants Ryan's Express and Edward Hubbard owed a duty of care to Dr. Khiabani
 16 and Plaintiffs to exercise due care in the operation of the 2008, full-size commercial tour bus.

17 36. Defendants were negligent and breached this duty of care, *inter alia*: (i) by overtaking
 18 Dr. Khiabani at an unsafe speed, which, upon information and belief, also exceeded the posted
 19 speed limit; (ii) by failing to give an audible warning with the horn before overtaking Dr.
 20 Khiabani; (iii) by failing to overtake Dr. Khiabani in a reasonably safe manner; (iv) by failing to
 21 ensure that Dr. Khiabani's bicycle was safely clear before overtaking the bicycle; (v) by failing
 22 to leave at least 3 feet between any portion of the bus and Dr. Khiabani and/or his bicycle at the
 23 time that the bus overtook Dr. Khiabani; (vi) by failing to yield the right-of-way to Dr.
 24 Khiabani; and (vii) by entering, crossing over, and/or driving within the designated bicycle lane
 25 while Dr. Khiabani was traveling therein.

26 37. As a direct and proximate result of these negligent acts and omissions, Decedent Dr.
 27 Kayvan Khiabani suffered catastrophic personal injuries and died.
 28

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38. As a direct and proximate result of the negligent acts and omissions of Defendants Ryan's Express and Edward Hubbard, Decedent sustained past, present, and future lost wages, which would otherwise have been gained in his employment if not for his death proximately caused by this accident, far in excess of Fifteen Thousand Dollars (\$15,000.00).

39. As a direct and proximate result of the negligent acts and omissions of Defendants Ryan's Express and Edward Hubbard, the Plaintiff minors each have been deprived of their father's comfort, support, companionship, society, and consortium, and further, each has suffered great grief, sorrow, and extreme emotional distress as a result of the death of their father, to each for general damages far in excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of Fifteen Thousand Dollars (\$15,000.00). The minor children also seek to recover for the pain, suffering, and disfigurement of their father.

40. As a direct and proximate result of the negligent acts and omissions of Defendants Ryan's Express and Edward Hubbard, Plaintiff Katy Barin has been deprived of her husband's comfort, support, companionship, society, and consortium, and further, has suffered great grief, sorrow, and extreme emotional distress as a result of the death of her husband, for general damages far in excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of Fifteen Thousand Dollars (\$15,000.00). Plaintiff Katy Barin also seeks to recover for the pain, suffering, and disfigurement of her husband.

41. As a direct and proximate result of the negligent acts and omissions of Defendants Ryan's Express and Edward Hubbard, Plaintiffs have suffered general and special damages in an amount far in excess of Fifteen Thousand Dollars (\$15,000.00).

42. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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THIRD CLAIM FOR RELIEF
(NEGLIGENCE PER SE AGAINST DEFENDANTS
RYAN'S EXPRESS AND EDWARD HUBBARD)

43. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

44. When the subject bus overtook Dr. Khiabani at the time of the incident, Defendants Ryan's Express and Edward Hubbard violated Nev. Rev. Stat. § 484B.270, *inter alia*: (i) by overtaking Dr. Khiabani at an unsafe speed, which, upon information and belief, also exceeded the posted speed limit; (ii) by failing to give an audible warning with the horn before overtaking Dr. Khiabani; (iii) by failing to overtake Dr. Khiabani in a reasonably safe manner; (iv) by failing to ensure that Dr. Khiabani's bicycle was safely clear before overtaking the bicycle; (v) by failing to leave at least 3 feet between any portion of the bus and Dr. Khiabani and/or his bicycle at the time that the bus overtook Dr. Khiabani; (vi) by failing to yield the right-of-way to Dr. Khiabani; and (vii) by entering, crossing over, and/or driving within the designated bicycle lane while Dr. Khiabani was traveling therein.

45. These violations, and each of them, were a legal cause of the incident and Plaintiffs' resulting injuries.

46. Plaintiffs belong to the class of persons that the safety requirements in NRS 484B.270 are intended to protect.

47. As a direct and proximate cause of Defendants violations of NRS 484B.270, and each of them, Plaintiffs have suffered general and special damages far in excess of Fifteen Thousand Dollars (\$15,000.00), as outlined above.

48. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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FOURTH CLAIM FOR RELIEF

(NEGLIGENT TRAINING AGAINST DEFENDANT RYAN'S EXPRESS)

49. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

50. Defendant Ryan's Express owed a duty of care to Dr. Khiabani and Plaintiffs to adequately train its drivers, including Defendant Edward Hubbard, to safely operate its commercial tour busses, including the bus involved in the subject incident.

51. Defendant Ryan's Express was negligent and breached this duty of care by failing to adequately train its drivers, including Edward Hubbard, to safely operate its commercial tour busses, including the bus involved in the subject incident. Defendant Ryan's Express further breached this duty of care by entrusting the subject tour bus to an inadequately trained person (i.e., Defendant Hubbard).

52. These negligent acts and omissions, and each of them, were a legal cause of the incident and Plaintiffs' resulting injuries.

53. As a direct and proximate result of these negligent acts and omissions, Plaintiffs have suffered general and special damages far in excess of Fifteen Thousand Dollars (\$15,000.00), as outlined above.

54. In carrying out its responsibility to adequately train its drivers, Defendant Ryan's Express acted with fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of others. As a direct and proximate result of the conduct of Defendant Ryan's Express, Plaintiffs are entitled to punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).

55. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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FIFTH CLAIM FOR RELIEF

(STRICT LIABILITY: DEFECTIVE CONDITION OR FAILURE TO WARN AGAINST DEFENDANT GIRO)

56. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

57. Defendant Giro, or its predecessors and/or affiliates, were responsible for the design, manufacture, construction, assembly, testing, labeling, distribution, marketing, and sale of the helmet that Dr. Khiabani was wearing at the time of the above-described accident.

58. At the time of the subject accident, and at all other times material hereto, the helmet was being used in a manner foreseeable by Defendant Giro.

59. As so used, the subject helmet was defective, unfit, and unreasonably dangerous for its foreseeable use in that there was inadequate protection of the head by the helmet, which caused or contributed to the death of Dr. Khiabani.

60. The subject helmet was further defective and unreasonably dangerous in that Defendant Giro failed to provide adequate warnings about dangers that were either known or should have been known by Giro and/or failed to provide adequate instructions regarding the helmet's safe and proper use.

61. The aforementioned death of Dr. Khiabani was a direct and proximate result of a defect or defects in the helmet and/or the failure of Defendant Giro to warn of defects that were either known or should have been known or to instruct in the safe and proper use of the helmet. As a result, Defendant Giro should be held strictly liable in tort to Plaintiffs.

62. As a direct and proximate result of the defective nature of the helmet and said deficiencies in warnings and/or instructions, Decedent Dr. Kayvan Khiabani suffered a catastrophic head injury and ultimately died.

63. As a direct and proximate result of the acts and omissions of Defendant Giro, Decedent sustained past, present, and future lost wages, which would otherwise have been gained in his employment if not for his death, far in excess of Fifteen Thousand Dollars (\$15,000.00).

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1 64. As a direct and proximate result of the acts and omissions of Defendant Giro, the
2 Plaintiff minors each have been deprived of their father's comfort, support, companionship,
3 society, and consortium, and further, each has suffered great grief, sorrow, and extreme
4 emotional distress as a result of the death of their father, to each for general damages far in
5 excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of Fifteen
6 Thousand Dollars (\$15,000.00). The minor children also seek to recover for the pain, suffering,
7 and disfigurement of their father.
8

9 65. As a direct and proximate result of the acts and omissions of Defendant Giro, Plaintiff
10 Katy Barin has been deprived of her husband's comfort, support, companionship, society, and
11 consortium, and further, has suffered great grief, sorrow, and extreme emotional distress as a
12 result of the death of her husband, for general damages far in excess of Fifteen Thousand
13 Dollars (\$15,000.00) and economic damages far in excess of Fifteen Thousand Dollars
14 (\$15,000.00). Plaintiff Katy Barin also seeks to recover for the pain, suffering, and
15 disfigurement of her husband.
16

17 66. As a direct and proximate result of the acts and omissions of Defendant Giro, Plaintiffs
18 have suffered general and special damages in an amount far in excess of Fifteen Thousand
19 Dollars (\$15,000.00).
20

21 67. In carrying out its responsibilities for the design, manufacture, construction, assembly,
22 testing, labeling, distribution, marketing, and sale of the subject helmet, Defendant Giro acted
23 with fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of
24 others. As a direct and proximate result of the conduct of Defendant Giro, Plaintiffs are entitled
25 to punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).
26

27 68. Plaintiffs have been required to retain legal counsel to prosecute this action, and are
28 therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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SIXTH CLAIM FOR RELIEF

(BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST DEFENDANT GIRO)

69. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

70. Giro and Decedent, Dr. Khiabani, entered into a contract for the sale of goods (i.e., the Giro helmet).

71. Defendant Giro had reason to know of the particular purpose for which the helmet was required by Dr. Khiabani (i.e., to wear while riding his road bicycle).

72. Dr. Khiabani relied on Defendant Giro's skill or judgment to furnish suitable goods for this purpose.

73. The helmet sold by Defendant Giro to Dr. Khiabani was not fit for said purpose and, as a direct and proximate result, Plaintiffs have suffered general and special damages far in excess of Fifteen Thousand Dollars (\$15,000.00), as outlined above.

74. In carrying out its responsibilities for the design, manufacture, construction, assembly, testing, labeling, distribution, marketing, and sale of the subject helmet, Defendant Giro acted with fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of others. As a direct and proximate result of the conduct of Defendant Giro, Plaintiffs are entitled to punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).

75. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

SEVENTH CLAIM FOR RELIEF

(WRONGFUL DEATH AGAINST ALL DEFENDANTS)

76. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

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1 77. Plaintiff minors and Plaintiff Katy Barin are the heirs of Decedent and are entitled to
2 maintain an action for damages against the Defendants for the wrongful death of Dr. Kayvan
3 Khiabani.

4 78. As a result of the injuries to and death of Dr. Khiabani, Plaintiffs are entitled to
5 damages, including, but not limited to: pecuniary damages for their grief and sorrow, loss of
6 probable support, companionship, society, comfort and consortium, and damages for pain,
7 suffering and disfigurement of the Decedent.
8

9 79. As a direct and proximate result of the wrongful death of Dr. Khiabani, Plaintiffs have
10 been damaged in an amount far in excess of Fifteen Thousand Dollars (\$15,000.00).

11 80. Plaintiffs have been required to retain legal counsel to prosecute this action, and are
12 therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.
13

14 ///

15 ///

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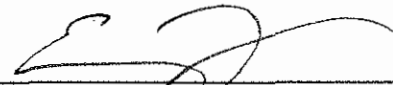
PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment of this Court as follows:

1. Past and future general damages in an amount in excess of fifteen thousand dollars (\$15,000.00);
2. Past and future special damages in an amount in excess of fifteen thousand dollars (\$15,000.00);
3. Past and future damages for the wrongful death of Dr. Kayvan Khiabani, as set forth in NRS 41.085, in an amount in excess of fifteen thousand dollars (\$15,000.00);
4. Punitive damages in an amount in excess of fifteen thousand dollars (\$15,000.00);
5. Prejudgment and post-judgment interest, as allowed by law;
6. Costs of suit and reasonable attorneys' fees, as allowed by law, in an amount to be determined; and
7. For such other and further relief that the Court may deem just and proper.

DATED this 25 day of May, 2017.

KEMP, JONES & COULTHARD, LLP



WILL KEMP, ESQ. (#1205)
ERIC PEPPERMAN, ESQ. (#11679)
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, Nevada 89169

-and-

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KENDELEE L. WORKS, ESQ. (#9611)
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810 South Casino Center Blvd.
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Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs by and through their attorneys of record, KEMP, JONES & COULTHARD, LLP and CHRISTIANSEN LAW OFFICES, hereby demand a jury trial of all of the issues in the above matter.

DATED this 25 day of May, 2017.

KEMP, JONES & COULTHARD, LLP



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ERIC PEPPERMAN, ESQ. (#11679)
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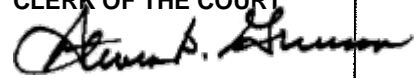
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EXHIBIT 2

EXHIBIT 2

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CLERK OF THE COURT



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18 *Attorneys for Plaintiffs*

DISTRICT COURT

CLARK COUNTY, NEVADA

19 KEON KHIABANI and ARIA KHIABANI,
20 minors by and through their natural mother,
21 KATAYOUN BARIN; and KATAYOUN
22 BARIN, individually,

23 Plaintiffs,

24 vs.

25 MOTOR COACH INDUSTRIES, INC.,
26 a Delaware corporation; MICHELANGELO
27 LEASING INC. d/b/a RYAN'S EXPRESS,
28 an Arizona corporation; EDWARD
HUBBARD, a Nevada resident; VISTA
OUTDOOR INC. d/b/a GIRO SPORT
DESIGN, a Delaware corporation;
DOES 1 through 20; and ROE
CORPORATIONS 1 through 20.

Defendants.

Case No.: A-17-755977-C

Dept. No.: Department 31

**COMPLAINT AND
DEMAND FOR JURY TRIAL**

ARBITRATION EXEMPTION CLAIMED
Damages Exceed \$50,000.00

COME NOW Plaintiffs, KEON KHIABANI and ARIA KHIABANI, minors by and through their natural mother, KATAYOUN ("KATY") BARIN and KATY BARIN, individually, by and through their attorneys, Will Kemp, Esq. and Eric Pepperman, Esq. of the law firm KEMP, JONES & COULTHARD, LLP and Peter S. Christiansen, Esq. and Kendele

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L. Works, Esq. of CHRISTIANSEN LAW OFFICES, and for their claims against the Defendants, and each of them, complain and allege as follows:

THE PARTIES

1. At all relevant times, Plaintiff minors KEON KHIABANI and ARIA KHIABANI (“Plaintiff minors”) were and are residents of Clark County, Nevada. Plaintiff minors are the natural children of Dr. Kayvan Khiabani (Decedent) and Plaintiff Katy Barin.

2. At all relevant times, Plaintiff KATY BARIN was and is a resident of Clark County, Nevada. At the time of the incident described herein, Decedent and Plaintiff Katy Barin were husband and wife and resided with the Plaintiff minors in Clark County, Nevada.

3. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times, Defendant MOTOR COACH INDUSTRIES, INC. (“MCI”) was and is a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Nevada, including Clark County. MCI designs, manufacturers, markets, and sells commercial tour buses (aka Motor Coaches). Defendant MCI designed, manufactured, and sold the 2008, full-size Motor Coach involved in the incident described herein.

4. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times, Defendant MICHELANGELO LEASING INC. d/b/a RYAN’S EXPRESS (“Ryan’s Express”) was and is a corporation organized and existing under the laws of the State of Arizona and authorized to do business in the State of Nevada. Ryan’s Express is a ground transportation company that provides charter bus services for group transportation. Defendant Ryan’s Express owned and operated the MCI bus involved in the incident described herein.

5. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times, Defendant EDWARD HUBBARD was and is a resident of Clark County, Nevada. Edward Hubbard is employed by Ryan’s Express as a bus driver. As part of his duties and responsibilities, Hubbard operates full-size Motor Coaches and was operating the MCI bus at the time of the incident described herein.

6. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times, Defendant VISTA OUTDOOR, INC. d/b/a GIRO SPORT DESIGN (“Giro”) was and is a

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1 corporation organized and existing under the laws of the State of Delaware and authorized to do
2 business in the State of Nevada, including Clark County. GIRO designs, manufactures,
3 markets, and sells protective gear and accessories for sport activities, including cycling helmets.
4 Defendant Giro designed, manufactured, and sold the helmet that Dr. Kayvan Khiabani was
5 wearing at the time of the incident described herein.

6 7. The true names and capacities, whether individual, corporate, association or otherwise of
7 the Defendants, DOES 1 through 20 and/or ROE CORPORATIONS 1 through 20, inclusive,
8 are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs
9 are informed and believe, and thereupon allege, that each of the Defendants designated herein as
10 DOES and/or ROE CORPORATIONS is responsible in some manner for the events and
11 happenings herein referred to, and in some manner caused the injuries and damages to Plaintiffs
12 alleged herein. Plaintiffs will ask leave of the court to amend this Complaint to insert the true
13 names and capacities of said Defendants, DOES 1 through 20 and/or ROE CORPORATIONS 1
14 through 20, inclusive when the same have been ascertained by Plaintiffs, together with the
15 appropriate charging allegations, and to join such Defendants in this action.

16 8. Whenever it is alleged in this Complaint that a Defendant did any act or thing, it is
17 meant that such Defendant's officers, agents, servants, employees, or representatives did such
18 act or thing and at the time such act or thing was done, it was done with full authorization or
19 ratification of such Defendant or was done in the normal and routine course and scope of
20 business, or with the actual, apparent and/or implied authority of such Defendant's officers,
21 agents, servants, employees, or representatives. Specifically, Defendants are liable for the
22 actions of its officers, agents, servants, employees, and representatives.

23
24 9. All of the Defendants as named herein are jointly and severally liable to Plaintiffs for
25 Plaintiffs' damages.

26 10. Plaintiffs are informed and believe, and thereupon allege, that Defendants, and each of
27 them, jointly and in concert undertook to perform the acts as alleged herein, that Defendants and
28

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1 each of them had full knowledge of the acts of each co-Defendant as alleged herein, and that
 2 each Defendant authorized or subsequently ratified the acts of each co-Defendant as alleged
 3 herein, making each co-Defendant an agent of the other Defendants and making each Defendant
 4 jointly responsible and liable for the acts and omissions of each co-Defendant as alleged herein.

5 **JURISDICTION AND VENUE**

6 11. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00),
 7 exclusive of costs, interest, and attorneys' fees.

8 12. Venue is proper in this Court because the incident giving rise to this lawsuit occurred in
 9 Clark County, Nevada.

10 **GENERAL ALLEGATIONS**

11 13. On or about April 18, 2017, Dr. Kayvan Khiabani was riding his Scott Solace 10 Disc
 12 road bicycle southbound in a designated bicycle lane on S. Pavilion Center Drive near the Red
 13 Rock Resort and Casino in Las Vegas, Nevada. At the time, Dr. Khiabani was wearing a
 14 bicycle helmet designed, manufactured, and sold by Giro.

15 14. Upon information and belief, at approximately 10:34 AM, as he approached the
 16 intersection of S. Pavilion Center Drive and Griffith Peak Drive, Dr. Khiabani was overtaken by
 17 a large tour bus on his left side.

18 15. The bus was a 2008, full-size Motor Coach that was designed, manufactured, and sold
 19 by Defendant MCI. Upon information and belief, the subject bus was designed and
 20 manufactured without proximity sensors to alert the driver of adjacent pedestrians and/or
 21 bicyclists that may be difficult to see or to alert such pedestrians and/or bicyclists.

22 16. At the time, the bus was owned and operated by Defendant Ryan's Express and being
 23 driven by Defendant Edward Hubbard, an employee of Ryan's Express.

24 17. Upon information and belief, at the time that it overtook Dr. Khiabani, the bus was
 25 traveling in excess of the posted speed limit and traversing out of the right-hand turn lane and
 26 crossing over the designated bicycle lane from the right side of Dr. Khiabani to the left side of
 27 Dr. Khiabani.
 28

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18. As it crossed over the designated bicycle lane to overtake Dr. Khiabani on the left, the bus and Decedent's bicycle collided.

19. As a direct and proximate result of this collision, Dr. Khiabani suffered catastrophic internal and external injuries, including to his head, severe shock to his nervous system, and great pain and suffering. Dr. Khiabani was transported from the scene of the accident and ultimately died from his injuries.

FIRST CLAIM FOR RELIEF

**(STRICT LIABILITY: DEFECTIVE CONDITION OR
 FAILURE TO WARN AGAINST DEFENDANT MCI)**

20. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

21. Defendant MCI, or its predecessors and/or affiliates, were responsible for the design, manufacture, construction, assembly, testing, labeling, distribution, marketing, and sale of the subject bus.

22. At the time of the above-described incident, the subject bus was being used in a manner foreseeable by Defendant MCI.

23. As so used, and from the time the bus left the hands of Defendant MCI, the subject bus was defective, unfit, and unreasonably dangerous for its foreseeable use.

24. The subject bus was further defective and unreasonably dangerous in that Defendant MCI failed to provide adequate warnings about dangers that were known or should have been known by MCI and/or failed to provide adequate instructions for the bus' safe and proper use.

25. The aforementioned incident was a direct and proximate result of a defect or defects in the bus and/or the failure of Defendant MCI to warn of defects that were either known or should have been known or to instruct in the safe and proper use of the bus. As a result, Defendant MCI should be held strictly liable in tort to Plaintiffs.

26. As a direct and proximate result of the defective nature of the subject bus, Decedent Dr. Kayvan Khiabani suffered catastrophic personal injuries and died.

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1 27. As a direct and proximate result of the acts and omissions of Defendant MCI, Decedent
2 sustained past, present, and future lost wages, which would otherwise have been gained in his
3 employment if not for his death proximately caused by this accident, far in excess of Fifteen
4 Thousand Dollars (\$15,000.00).

5 28. As a direct and proximate result of the acts and omissions of Defendant MCI, the
6 Plaintiff minors each have been deprived of their father's comfort, support, companionship,
7 society, and consortium, and further, each has suffered great grief, sorrow, and extreme
8 emotional distress as a result of the death of their father, to each for general damages far in
9 excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of Fifteen
10 Thousand Dollars (\$15,000.00). The minor children also seek to recover for the pain, suffering,
11 and disfigurement of their father.

12 29. As a direct and proximate result of the acts and omissions of Defendant MCI, Plaintiff
13 Katy Barin has been deprived of her husband's comfort, support, companionship, society, and
14 consortium, and further, has suffered great grief, sorrow, and extreme emotional distress as a
15 result of the death of her husband, for general damages far in excess of Fifteen Thousand
16 Dollars (\$15,000.00) and economic damages far in excess of Fifteen Thousand Dollars
17 (\$15,000.00). Plaintiff Katy Barin also seeks to recover for the pain, suffering, and
18 disfigurement of her husband.

19 30. As a direct and proximate result of the acts and omissions of Defendant MCI, Plaintiffs
20 have suffered general and special damages in an amount far in excess of Fifteen Thousand
21 Dollars (\$15,000.00).

22 31. In carrying out its responsibilities for the design, manufacture, construction, assembly,
23 testing, labeling, distribution, marketing, and sale of the subject bus, Defendant MCI acted with
24 fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of others.
25
26
27
28

1 As a direct and proximate result of the conduct of Defendant MCI, Plaintiffs are entitled to
 2 punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).

3 32. Plaintiffs have been required to retain legal counsel to prosecute this action, and are
 4 therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

5
 6 **SECOND CLAIM FOR RELIEF**

7 **(NEGLIGENCE AGAINST DEFENDANTS RYAN'S EXPRESS**

8 **AND EDWARD HUBBARD)**

9 33. Plaintiffs incorporate by this reference each and every allegation previously made in this
 10 Complaint, as if fully set forth herein.

11 34. Defendant Ryan's Express is vicariously liable for the wrongful acts or omissions of its
 12 employee, Defendant Hubbard, in connection with the subject accident because: (i) at the time
 13 of the subject accident, Defendant Hubbard was under the control of Defendant Ryan's Express,
 14 and (ii) at the time of the subject accident, Defendant Hubbard was acting within the scope of
 15 his employment with Ryan's Express.

16 35. Defendants Ryan's Express and Edward Hubbard owed a duty of care to Dr. Khiabani
 17 and Plaintiffs to exercise due care in the operation of the 2008, full-size commercial tour bus.

18 36. Defendants were negligent and breached this duty of care, *inter alia*: (i) by overtaking
 19 Dr. Khiabani at an unsafe speed, which, upon information and belief, also exceeded the posted
 20 speed limit; (ii) by failing to give an audible warning with the horn before overtaking Dr.
 21 Khiabani; (iii) by failing to overtake Dr. Khiabani in a reasonably safe manner; (iv) by failing to
 22 ensure that Dr. Khiabani's bicycle was safely clear before overtaking the bicycle; (v) by failing
 23 to leave at least 3 feet between any portion of the bus and Dr. Khiabani and/or his bicycle at the
 24 time that the bus overtook Dr. Khiabani; (vi) by failing to yield the right-of-way to Dr.
 25 Khiabani; and (vii) by entering, crossing over, and/or driving within the designated bicycle lane
 26 while Dr. Khiabani was traveling therein.

27 37. As a direct and proximate result of these negligent acts and omissions, Decedent Dr.
 28 Kayvan Khiabani suffered catastrophic personal injuries and died.

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38. As a direct and proximate result of the negligent acts and omissions of Defendants Ryan's Express and Edward Hubbard, Decedent sustained past, present, and future lost wages, which would otherwise have been gained in his employment if not for his death proximately caused by this accident, far in excess of Fifteen Thousand Dollars (\$15,000.00).

39. As a direct and proximate result of the negligent acts and omissions of Defendants Ryan's Express and Edward Hubbard, the Plaintiff minors each have been deprived of their father's comfort, support, companionship, society, and consortium, and further, each has suffered great grief, sorrow, and extreme emotional distress as a result of the death of their father, to each for general damages far in excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of Fifteen Thousand Dollars (\$15,000.00). The minor children also seek to recover for the pain, suffering, and disfigurement of their father.

40. As a direct and proximate result of the negligent acts and omissions of Defendants Ryan's Express and Edward Hubbard, Plaintiff Katy Barin has been deprived of her husband's comfort, support, companionship, society, and consortium, and further, has suffered great grief, sorrow, and extreme emotional distress as a result of the death of her husband, for general damages far in excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of Fifteen Thousand Dollars (\$15,000.00). Plaintiff Katy Barin also seeks to recover for the pain, suffering, and disfigurement of her husband.

41. As a direct and proximate result of the negligent acts and omissions of Defendants Ryan's Express and Edward Hubbard, Plaintiffs have suffered general and special damages in an amount far in excess of Fifteen Thousand Dollars (\$15,000.00).

42. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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THIRD CLAIM FOR RELIEF
(NEGLIGENCE PER SE AGAINST DEFENDANTS
RYAN'S EXPRESS AND EDWARD HUBBARD)

43. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

44. When the subject bus overtook Dr. Khiabani at the time of the incident, Defendants Ryan's Express and Edward Hubbard violated Nev. Rev. Stat. § 484B.270, *inter alia*: (i) by overtaking Dr. Khiabani at an unsafe speed, which, upon information and belief, also exceeded the posted speed limit; (ii) by failing to give an audible warning with the horn before overtaking Dr. Khiabani; (iii) by failing to overtake Dr. Khiabani in a reasonably safe manner; (iv) by failing to ensure that Dr. Khiabani's bicycle was safely clear before overtaking the bicycle; (v) by failing to leave at least 3 feet between any portion of the bus and Dr. Khiabani and/or his bicycle at the time that the bus overtook Dr. Khiabani; (vi) by failing to yield the right-of-way to Dr. Khiabani; and (vii) by entering, crossing over, and/or driving within the designated bicycle lane while Dr. Khiabani was traveling therein.

45. These violations, and each of them, were a legal cause of the incident and Plaintiffs' resulting injuries.

46. Plaintiffs belong to the class of persons that the safety requirements in NRS 484B.270 are intended to protect.

47. As a direct and proximate cause of Defendants violations of NRS 484B.270, and each of them, Plaintiffs have suffered general and special damages far in excess of Fifteen Thousand Dollars (\$15,000.00), as outlined above.

48. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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FOURTH CLAIM FOR RELIEF

(NEGLIGENT TRAINING AGAINST DEFENDANT RYAN'S EXPRESS)

49. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

50. Defendant Ryan's Express owed a duty of care to Dr. Khiabani and Plaintiffs to adequately train its drivers, including Defendant Edward Hubbard, to safely operate its commercial tour busses, including the bus involved in the subject incident.

51. Defendant Ryan's Express was negligent and breached this duty of care by failing to adequately train its drivers, including Edward Hubbard, to safely operate its commercial tour busses, including the bus involved in the subject incident. Defendant Ryan's Express further breached this duty of care by entrusting the subject tour bus to an inadequately trained person (i.e., Defendant Hubbard).

52. These negligent acts and omissions, and each of them, were a legal cause of the incident and Plaintiffs' resulting injuries.

53. As a direct and proximate result of these negligent acts and omissions, Plaintiffs have suffered general and special damages far in excess of Fifteen Thousand Dollars (\$15,000.00), as outlined above.

54. In carrying out its responsibility to adequately train its drivers, Defendant Ryan's Express acted with fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of others. As a direct and proximate result of the conduct of Defendant Ryan's Express, Plaintiffs are entitled to punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).

55. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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FIFTH CLAIM FOR RELIEF

(STRICT LIABILITY: DEFECTIVE CONDITION OR FAILURE TO WARN AGAINST DEFENDANT GIRO)

56. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

57. Defendant Giro, or its predecessors and/or affiliates, were responsible for the design, manufacture, construction, assembly, testing, labeling, distribution, marketing, and sale of the helmet that Dr. Khiabani was wearing at the time of the above-described accident.

58. At the time of the subject accident, and at all other times material hereto, the helmet was being used in a manner foreseeable by Defendant Giro.

59. As so used, the subject helmet was defective, unfit, and unreasonably dangerous for its foreseeable use in that there was inadequate protection of the head by the helmet, which caused or contributed to the death of Dr. Khiabani.

60. The subject helmet was further defective and unreasonably dangerous in that Defendant Giro failed to provide adequate warnings about dangers that were either known or should have been known by Giro and/or failed to provide adequate instructions regarding the helmet's safe and proper use.

61. The aforementioned death of Dr. Khiabani was a direct and proximate result of a defect or defects in the helmet and/or the failure of Defendant Giro to warn of defects that were either known or should have been known or to instruct in the safe and proper use of the helmet. As a result, Defendant Giro should be held strictly liable in tort to Plaintiffs.

62. As a direct and proximate result of the defective nature of the helmet and said deficiencies in warnings and/or instructions, Decedent Dr. Kayvan Khiabani suffered a catastrophic head injury and ultimately died.

63. As a direct and proximate result of the acts and omissions of Defendant Giro, Decedent sustained past, present, and future lost wages, which would otherwise have been gained in his employment if not for his death, far in excess of Fifteen Thousand Dollars (\$15,000.00).

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1 64. As a direct and proximate result of the acts and omissions of Defendant Giro, the
2 Plaintiff minors each have been deprived of their father's comfort, support, companionship,
3 society, and consortium, and further, each has suffered great grief, sorrow, and extreme
4 emotional distress as a result of the death of their father, to each for general damages far in
5 excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of Fifteen
6 Thousand Dollars (\$15,000.00). The minor children also seek to recover for the pain, suffering,
7 and disfigurement of their father.
8

9 65. As a direct and proximate result of the acts and omissions of Defendant Giro, Plaintiff
10 Katy Barin has been deprived of her husband's comfort, support, companionship, society, and
11 consortium, and further, has suffered great grief, sorrow, and extreme emotional distress as a
12 result of the death of her husband, for general damages far in excess of Fifteen Thousand
13 Dollars (\$15,000.00) and economic damages far in excess of Fifteen Thousand Dollars
14 (\$15,000.00). Plaintiff Katy Barin also seeks to recover for the pain, suffering, and
15 disfigurement of her husband.
16

17 66. As a direct and proximate result of the acts and omissions of Defendant Giro, Plaintiffs
18 have suffered general and special damages in an amount far in excess of Fifteen Thousand
19 Dollars (\$15,000.00).
20

21 67. In carrying out its responsibilities for the design, manufacture, construction, assembly,
22 testing, labeling, distribution, marketing, and sale of the subject helmet, Defendant Giro acted
23 with fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of
24 others. As a direct and proximate result of the conduct of Defendant Giro, Plaintiffs are entitled
25 to punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).
26

27 68. Plaintiffs have been required to retain legal counsel to prosecute this action, and are
28 therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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SIXTH CLAIM FOR RELIEF

(BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST DEFENDANT GIRO)

69. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

70. Giro and Decedent, Dr. Khiabani, entered into a contract for the sale of goods (i.e., the Giro helmet).

71. Defendant Giro had reason to know of the particular purpose for which the helmet was required by Dr. Khiabani (i.e., to wear while riding his road bicycle).

72. Dr. Khiabani relied on Defendant Giro's skill or judgment to furnish suitable goods for this purpose.

73. The helmet sold by Defendant Giro to Dr. Khiabani was not fit for said purpose and, as a direct and proximate result, Plaintiffs have suffered general and special damages far in excess of Fifteen Thousand Dollars (\$15,000.00), as outlined above.

74. In carrying out its responsibilities for the design, manufacture, construction, assembly, testing, labeling, distribution, marketing, and sale of the subject helmet, Defendant Giro acted with fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of others. As a direct and proximate result of the conduct of Defendant Giro, Plaintiffs are entitled to punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).

75. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

SEVENTH CLAIM FOR RELIEF

(WRONGFUL DEATH AGAINST ALL DEFENDANTS)

76. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

1 77. Plaintiff minors and Plaintiff Katy Barin are the heirs of Decedent and are entitled to
2 maintain an action for damages against the Defendants for the wrongful death of Dr. Kayvan
3 Khiabani.

4 78. As a result of the injuries to and death of Dr. Khiabani, Plaintiffs are entitled to
5 damages, including, but not limited to: pecuniary damages for their grief and sorrow, loss of
6 probable support, companionship, society, comfort and consortium, and damages for pain,
7 suffering and disfigurement of the Decedent.
8

9 79. As a direct and proximate result of the wrongful death of Dr. Khiabani, Plaintiffs have
10 been damaged in an amount far in excess of Fifteen Thousand Dollars (\$15,000.00).

11 80. Plaintiffs have been required to retain legal counsel to prosecute this action, and are
12 therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.
13

14 ///

15 ///

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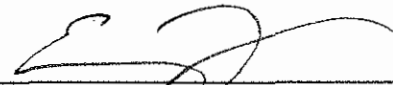
PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment of this Court as follows:

1. Past and future general damages in an amount in excess of fifteen thousand dollars (\$15,000.00);
2. Past and future special damages in an amount in excess of fifteen thousand dollars (\$15,000.00);
3. Past and future damages for the wrongful death of Dr. Kayvan Khiabani, as set forth in NRS 41.085, in an amount in excess of fifteen thousand dollars (\$15,000.00);
4. Punitive damages in an amount in excess of fifteen thousand dollars (\$15,000.00);
5. Prejudgment and post-judgment interest, as allowed by law;
6. Costs of suit and reasonable attorneys' fees, as allowed by law, in an amount to be determined; and
7. For such other and further relief that the Court may deem just and proper.

DATED this 25 day of May, 2017.

KEMP, JONES & COULTHARD, LLP



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ERIC PEPPERMAN, ESQ. (#11679)
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-and-

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KENDELEE L. WORKS, ESQ. (#9611)
CHRISTIANSEN LAW OFFICES
810 South Casino Center Blvd.
Las Vegas, Nevada 89101

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs by and through their attorneys of record, KEMP, JONES & COULTHARD, LLP and CHRISTIANSEN LAW OFFICES, hereby demand a jury trial of all of the issues in the above matter.

DATED this 25 day of May, 2017.

KEMP, JONES & COULTHARD, LLP



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ERIC PEPPERMAN, ESQ. (#11679)
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EXHIBIT 2

EXHIBIT 2



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 8 Las Vegas, Nevada 89101
 Telephone: (702) 240-7979

9 *Attorneys for Plaintiffs*

10 **DISTRICT COURT**

11 **COUNTY OF CLARK, NEVADA**

12 KEON KHIABANI and ARIA KHIABANI,
 13 minors by and through their natural mother,
 KATAYOUN BARIN; KATAYOUN BARIN,
 14 individually;

15 *Plaintiffs,*

16 *vs.*

17 MOTOR COACH INDUSTRIES, INC.,
 18 a Delaware corporation; MICHELANGELO
 LEASING INC. d/b/a RYAN'S EXPRESS, an
 19 Arizona corporation; EDWARD HUBBARD, a
 Nevada resident; VISTA OUTDOOR INC.
 20 d/b/a GIRO SPORT DESIGN, a Delaware
 corporation; DOES 1 through 20; and ROE
 21 CORPORATIONS 1 through 20.

22 *Defendants.*

Case No. A-17-755977-C

Dept. No. XXXI

SUMMONS

23 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT**
 24 **YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.**

25 **TO THE DEFENDANT: MOTOR COACH INDUSTRIES, INC., a Delaware Corporation**

26 A civil Complaint has been filed by the plaintiff against you for the relief set forth in the
 Complaint.

27 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on
 28 you exclusive of the day of service, you must do the following:

(a) File with the Clerk of this Court, whose address is shown below, a formal written

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1 response to the Complaint in accordance with the rules of the Court.

2 (b) Serve a copy of your response upon the attorney whose name and address is
3 shown below.

4 2. Unless you respond, your default will be entered upon application of the plaintiff and
5 this Court may enter a judgment against you for the relief demanded in the Complaint, which could
6 result in the taking of money or property or other relief requested in the Complaint.

7 3. If you intend to seek the advice of an attorney in this matter, you should do so
8 promptly so that your response may be filed on time.

9 Issue at the direction of:

CLERK OF COURT

10 KEMP, JONES & COULTHARD, LLP

11 Will Kemp, Esq.
12 Nevada Bar No. 1205
13 m.jacobs@kempjones.com
14 Eric Pepperman, Esq.
15 Nevada Bar No. 11679
16 n.rulis@kempjones.com
17 3800 Howard Hughes Parkway, 17th Floor
18 Las Vegas, Nevada 89169
19 **Attorney for Plaintiffs**

By:

Deputy Clerk Date
County Courthouse, Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89101



5/26/2017

20 **NOTE:** When service is by publication, add a brief statement of the object of the action.
21 See Rules of Civil Procedure, Rule 4(b).
22
23
24
25
26
27
28

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EXHIBIT 3

EXHIBIT 3



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 17 Facsimile: (866) 412-6992

18 *Attorneys for Plaintiffs*

DISTRICT COURT

CLARK COUNTY, NEVADA

19 KEON KHIABANI and ARIA KHIABANI,
 20 minors by and through their natural mother,
 21 KATAYOUN BARIN; KATAYOUN
 22 BARIN, individually; KATAYOUN BARIN
 23 as Executrix of the Estate of Kayvan
 24 Khiabani, M.D. (Decedent), and the Estate of
 25 Kayvan Khiabani, M.D. (Decedent),

26 Plaintiffs,

27 vs.

28 MOTOR COACH INDUSTRIES, INC.,
 a Delaware corporation; MICHELANGELO
 LEASING INC. d/b/a RYAN'S EXPRESS,
 an Arizona corporation; EDWARD
 HUBBARD, a Nevada resident; BELL
 SPORTS, INC. d/b/a GIRO SPORT
 DESIGN, a Delaware corporation;
 SEVENPLUS BICYCLES, INC. d/b/a PRO
 CYCLERY, a Nevada corporation, DOES 1
 through 20; and ROE CORPORATIONS 1
 through 20.

Defendants.

Case No.: A-17-755977-C

Dept. No.: XIV

**AMENDED COMPLAINT AND
 DEMAND FOR JURY TRIAL**

ARBITRATION EXEMPTION CLAIMED
 Damages Exceed \$50,000.00

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COME NOW Plaintiffs, KEON KHIABANI and ARIA KHIABANI, minors by and through their natural mother, KATAYOUN ("KATY") BARIN, KATY BARIN, individually, KATY BARIN as Executrix of the Estate of Kayvan Khiabani, M.D. (Decedent), and the Estate of Kayvan Khiabani, M.D. (Decedent), by and through their attorneys, Will Kemp, Esq. and Eric Pepperman, Esq. of the law firm KEMP, JONES & COULTHARD, LLP and Peter S. Christiansen, Esq. and Kendele L. Works, Esq. of CHRISTIANSEN LAW OFFICES, and for their claims against the Defendants, and each of them, complain and allege as follows:

THE PARTIES

1. At all relevant times, Plaintiff minors KEON KHIABANI and ARIA KHIABANI ("Plaintiff minors") were and are residents of Clark County, Nevada. Plaintiff minors are the natural children of Dr. Kayvan Khiabani (Decedent) and Plaintiff Katy Barin.

2. At all relevant times, Plaintiff KATY BARIN was and is a resident of Clark County, Nevada. At the time of the incident described herein, Decedent and Plaintiff Katy Barin were husband and wife and resided with the Plaintiff minors in Clark County, Nevada.

3. Plaintiff KATY BARIN is a duly authorized Executrix of the Estate of Kayvan Khiabani, M.D. (Decedent). As Executrix, Katy Barin is authorized to bring this action on behalf of Plaintiff the Estate of Kayvan Khiabani, M.D. (Decedent).

4. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times, Defendant MOTOR COACH INDUSTRIES, INC. ("MCI") was and is a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Nevada, including Clark County. MCI designs, manufacturers, markets, and sells commercial tour buses (aka Motor Coaches). Defendant MCI designed, manufactured, and sold the 2008, full-size Motor Coach involved in the incident described herein.

5. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times, Defendant MICHELANGELO LEASING INC. d/b/a RYAN'S EXPRESS ("Ryan's Express") was and is a corporation organized and existing under the laws of the State of Arizona and authorized to do business in the State of Nevada. Ryan's Express is a ground transportation

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1 company that provides charter bus services for group transportation. Defendant Ryan's Express
 2 owned and operated the MCI bus involved in the incident described herein.

3 6. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times,
 4 Defendant EDWARD HUBBARD was and is a resident of Clark County, Nevada. Edward
 5 Hubbard is employed by Ryan's Express as a bus driver. As part of his duties and
 6 responsibilities, Hubbard operates full-size Motor Coaches and was operating the MCI bus at
 7 the time of the incident described herein.

8 7. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times,
 9 Defendant BELL SPORTS, INC. d/b/a GIRO SPORT DESIGN ("Giro") was and is a
 10 corporation organized and existing under the laws of the State of California and authorized to
 11 do business in the State of Nevada, including Clark County. GIRO designs, manufactures,
 12 markets, and sells protective gear and accessories for sport activities, including cycling helmets.
 13 Defendant Giro designed, manufactured, and sold the helmet that Dr. Kayvan Khiabani was
 14 wearing at the time of the incident described herein.

15 8. Plaintiffs are informed and believe, and thereupon allege, that at all relevant times,
 16 Defendant SEVENPLUS BICYCLES, INC. d/b/a PRO CYCLERY ("Pro Cyclery") was and is
 17 a corporation organized and existing under the laws of the State of Nevada and authorized to do
 18 business in the State of Nevada, including Clark County. Pro Cyclery is engaged in the retail
 19 sale of bicycles and cycling accessories, including cycling helmets. Upon information and
 20 belief, Defendant Pro Cyclery sold to Dr. Kayvan Khiabani the helmet that Dr. Khiabani was
 21 wearing at the time of the incident described herein.

22 9. The true names and capacities, whether individual, corporate, association or otherwise of
 23 the Defendants, DOES 1 through 20 and/or ROE CORPORATIONS 1 through 20, inclusive,
 24 are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs
 25 are informed and believe, and thereupon allege, that each of the Defendants designated herein as
 26 DOES and/or ROE CORPORATIONS is responsible in some manner for the events and
 27 happenings herein referred to, and in some manner caused the injuries and damages to Plaintiffs
 28 alleged herein. Plaintiffs will ask leave of the court to amend this Complaint to insert the true

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1 names and capacities of said Defendants, DOES 1 through 20 and/or ROE CORPORATIONS 1
 2 through 20, inclusive when the same have been ascertained by Plaintiffs, together with the
 3 appropriate charging allegations, and to join such Defendants in this action.

4 10. Whenever it is alleged in this Complaint that a Defendant did any act or thing, it is
 5 meant that such Defendant's officers, agents, servants, employees, or representatives did such
 6 act or thing and at the time such act or thing was done, it was done with full authorization or
 7 ratification of such Defendant or was done in the normal and routine course and scope of
 8 business, or with the actual, apparent and/or implied authority of such Defendant's officers,
 9 agents, servants, employees, or representatives. Specifically, Defendants are liable for the
 10 actions of its officers, agents, servants, employees, and representatives.

11 11. All of the Defendants as named herein are jointly and severally liable to Plaintiffs for
 12 Plaintiffs' damages.

13 12. Plaintiffs are informed and believe, and thereupon allege, that Defendants, and each of
 14 them, jointly and in concert undertook to perform the acts as alleged herein, that Defendants and
 15 each of them had full knowledge of the acts of each co-Defendant as alleged herein, and that
 16 each Defendant authorized or subsequently ratified the acts of each co-Defendant as alleged
 17 herein, making each co-Defendant an agent of the other Defendants and making each Defendant
 18 jointly responsible and liable for the acts and omissions of each co-Defendant as alleged herein.

21 JURISDICTION AND VENUE

22 13. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00),
 23 exclusive of costs, interest, and attorneys' fees.

24 14. Venue is proper in this Court because the incident giving rise to this lawsuit occurred in
 25 Clark County, Nevada.

26 ///

27 ///

28

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GENERAL ALLEGATIONS

15. On or about April 18, 2017, Dr. Kayvan Khiabani was riding his Scott Solace 10 Disc road bicycle southbound in a designated bicycle lane on S. Pavilion Center Drive near the Red Rock Resort and Casino in Las Vegas, Nevada. At the time, Dr. Khiabani was wearing a bicycle helmet designed, manufactured, and sold by Giro. Upon information and belief, Dr. Khiabani purchased the Giro helmet at the retail level from Defendant Pro Cyclery.

16. Upon information and belief, at approximately 10:34 AM, as he approached the intersection of S. Pavilion Center Drive and Griffith Peak Drive, Dr. Khiabani was overtaken by a large tour bus on his left side.

17. The bus was a 2008, full-size Motor Coach that was designed, manufactured, and sold by Defendant MCI and further identified by Vehicle Identification No. 2M93JMHA28W064555 and Utah License Plate No. Z044712. Upon information and belief, the subject bus was designed and manufactured without proximity sensors to alert the driver of adjacent pedestrians and/or bicyclists that may be difficult to see or to alert such pedestrians and/or bicyclists.

18. At the time, the bus was owned and operated by Defendant Ryan's Express and being driven by Defendant Edward Hubbard, an employee of Ryan's Express.

19. Upon information and belief, at the time that it overtook Dr. Khiabani, the bus was traveling in excess of the posted speed limit and traversing out of the right-hand turn lane and crossing over the designated bicycle lane from the right side of Dr. Khiabani to the left side of Dr. Khiabani.

20. As it crossed over the designated bicycle lane to overtake Dr. Khiabani on the left, the bus and Decedent's bicycle collided.

21. As a direct and proximate result of this collision, Dr. Khiabani suffered catastrophic internal and external injuries, including to his head, severe shock to his nervous system, and great pain and suffering. Dr. Khiabani was transported from the scene of the accident and ultimately died from his injuries.

///

///

FIRST CLAIM FOR RELIEF
**(STRICT LIABILITY: DEFECTIVE CONDITION OR
 FAILURE TO WARN AGAINST DEFENDANT MCI)**

22. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

23. Defendant MCI, or its predecessors and/or affiliates, were responsible for the design, manufacture, construction, assembly, testing, labeling, distribution, marketing, and sale of the subject bus.

24. At the time of the above-described incident, the subject bus was being used in a manner foreseeable by Defendant MCI.

25. As so used, and from the time the bus left the hands of Defendant MCI, the subject bus was defective, unfit, and unreasonably dangerous for its foreseeable use.

26. The subject bus was further defective and unreasonably dangerous in that Defendant MCI failed to provide adequate warnings about dangers that were known or should have been known by MCI and/or failed to provide adequate instructions for the bus' safe and proper use.

27. The aforementioned incident was a direct and proximate result of a defect or defects in the bus and/or the failure of Defendant MCI to warn of defects that were either known or should have been known or to instruct in the safe and proper use of the bus. As a result, Defendant MCI should be held strictly liable in tort to Plaintiffs.

28. As a direct and proximate result of the defective nature of the subject bus, Decedent Dr. Kayvan Khiabani suffered catastrophic personal injuries and died.

29. As a direct and proximate result of the acts and omissions of Defendant MCI, Decedent sustained past, present, and future lost wages, which would otherwise have been gained in his employment if not for his death proximately caused by this accident, far in excess of Fifteen Thousand Dollars (\$15,000.00).

30. As a direct and proximate result of the acts and omissions of Defendant MCI, the Plaintiff minors each have been deprived of their father's comfort, support, companionship,

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1 society, and consortium, and further, each has suffered great grief, sorrow, and extreme
2 emotional distress as a result of the death of their father, to each for general damages far in
3 excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of Fifteen
4 Thousand Dollars (\$15,000.00). The minor children also seek to recover for the pain, suffering,
5 and disfigurement of their father.
6

7 31. As a direct and proximate result of the acts and omissions of Defendant MCI, Plaintiff
8 Katy Barin has been deprived of her husband's comfort, support, companionship, society, and
9 consortium, and further, has suffered great grief, sorrow, and extreme emotional distress as a
10 result of the death of her husband, for general damages far in excess of Fifteen Thousand
11 Dollars (\$15,000.00) and economic damages far in excess of Fifteen Thousand Dollars
12 (\$15,000.00). Plaintiff Katy Barin also seeks to recover for the pain, suffering, and
13 disfigurement of her husband.
14

15 32. As a direct and proximate result of the acts and omissions of Defendant MCI,
16 Decedent's Estate and/or Executrix Katy Barin has incurred medical, funeral and burial
17 expenses, and other expenses relating thereto, far in excess of Fifteen Thousand Dollars
18 (\$15,000.00).
19

20 33. As a direct and proximate result of the acts and omissions of Defendant MCI, Plaintiffs
21 have suffered general and special damages in an amount far in excess of Fifteen Thousand
22 Dollars (\$15,000.00).
23

24 34. In carrying out its responsibilities for the design, manufacture, construction, assembly,
25 testing, labeling, distribution, marketing, and sale of the subject bus, Defendant MCI acted with
26 fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of others.
27 As a direct and proximate result of the conduct of Defendant MCI, Plaintiffs are entitled to
28 punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).

35. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

SECOND CLAIM FOR RELIEF
(NEGLIGENCE AGAINST DEFENDANTS RYAN'S EXPRESS
AND EDWARD HUBBARD)

36. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

37. Defendant Ryan's Express is vicariously liable for the wrongful acts or omissions of its employee, Defendant Hubbard, in connection with the subject accident because: (i) at the time of the subject accident, Defendant Hubbard was under the control of Defendant Ryan's Express, and (ii) at the time of the subject accident, Defendant Hubbard was acting within the scope of his employment with Ryan's Express.

38. Defendants Ryan's Express and Edward Hubbard owed a duty of care to Dr. Khiabani and Plaintiffs to exercise due care in the operation of the 2008, full-size commercial tour bus.

39. Defendants were negligent and breached this duty of care, *inter alia*: (i) by overtaking Dr. Khiabani at an unsafe speed, which, upon information and belief, also exceeded the posted speed limit; (ii) by failing to give an audible warning with the horn before overtaking Dr. Khiabani; (iii) by failing to overtake Dr. Khiabani in a reasonably safe manner; (iv) by failing to ensure that Dr. Khiabani's bicycle was safely clear before overtaking the bicycle; (v) by failing to leave at least 3 feet between any portion of the bus and Dr. Khiabani and/or his bicycle at the time that the bus overtook Dr. Khiabani; (vi) by failing to yield the right-of-way to Dr. Khiabani; and (vii) by entering, crossing over, and/or driving within the designated bicycle lane while Dr. Khiabani was traveling therein.

40. As a direct and proximate result of these negligent acts and omissions, Decedent Dr. Kayvan Khiabani suffered catastrophic personal injuries and died.

41. As a direct and proximate result of the negligent acts and omissions of Defendants Ryan's Express and Edward Hubbard, Decedent sustained past, present, and future lost wages,

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1 which would otherwise have been gained in his employment if not for his death proximately
 2 caused by this accident, far in excess of Fifteen Thousand Dollars (\$15,000.00).

3 42. As a direct and proximate result of the negligent acts and omissions of Defendants
 4 Ryan's Express and Edward Hubbard, the Plaintiff minors each have been deprived of their
 5 father's comfort, support, companionship, society, and consortium, and further, each has
 6 suffered great grief, sorrow, and extreme emotional distress as a result of the death of their
 7 father, to each for general damages far in excess of Fifteen Thousand Dollars (\$15,000.00) and
 8 economic damages far in excess of Fifteen Thousand Dollars (\$15,000.00). The minor children
 9 also seek to recover for the pain, suffering, and disfigurement of their father.
 10

11 43. As a direct and proximate result of the negligent acts and omissions of Defendants
 12 Ryan's Express and Edward Hubbard, Plaintiff Katy Barin has been deprived of her husband's
 13 comfort, support, companionship, society, and consortium, and further, has suffered great grief,
 14 sorrow, and extreme emotional distress as a result of the death of her husband, for general
 15 damages far in excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in
 16 excess of Fifteen Thousand Dollars (\$15,000.00). Plaintiff Katy Barin also seeks to recover for
 17 the pain, suffering, and disfigurement of her husband.
 18

19 44. As a direct and proximate result of the negligent acts and omissions of Defendants
 20 Ryan's Express and Edward Hubbard, Decedent's Estate and/or Executrix Katy Barin has
 21 incurred medical, funeral and burial expenses, and other expenses relating thereto, far in excess
 22 of Fifteen Thousand Dollars (\$15,000.00).

23 45. As a direct and proximate result of the negligent acts and omissions of Defendants
 24 Ryan's Express and Edward Hubbard, Plaintiffs have suffered general and special damages in
 25 an amount far in excess of Fifteen Thousand Dollars (\$15,000.00).
 26

27 46. Plaintiffs have been required to retain legal counsel to prosecute this action, and are
 28 therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

THIRD CLAIM FOR RELIEF
(NEGLIGENCE PER SE AGAINST DEFENDANTS
RYAN'S EXPRESS AND EDWARD HUBBARD)

47. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

48. When the subject bus overtook Dr. Khiabani at the time of the incident, Defendants Ryan's Express and Edward Hubbard violated Nev. Rev. Stat. § 484B.270, *inter alia*: (i) by overtaking Dr. Khiabani at an unsafe speed, which, upon information and belief, also exceeded the posted speed limit; (ii) by failing to give an audible warning with the horn before overtaking Dr. Khiabani; (iii) by failing to overtake Dr. Khiabani in a reasonably safe manner; (iv) by failing to ensure that Dr. Khiabani's bicycle was safely clear before overtaking the bicycle; (v) by failing to leave at least 3 feet between any portion of the bus and Dr. Khiabani and/or his bicycle at the time that the bus overtook Dr. Khiabani; (vi) by failing to yield the right-of-way to Dr. Khiabani; and (vii) by entering, crossing over, and/or driving within the designated bicycle lane while Dr. Khiabani was traveling therein.

49. These violations, and each of them, were a legal cause of the incident and Plaintiffs' resulting injuries.

50. Plaintiffs belong to the class of persons that the safety requirements in NRS 484B.270 are intended to protect.

51. As a direct and proximate cause of Defendants violations of NRS 484B.270, and each of them, Plaintiffs have suffered general and special damages far in excess of Fifteen Thousand Dollars (\$15,000.00), as outlined above.

52. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

///

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FOURTH CLAIM FOR RELIEF

(NEGLIGENT TRAINING AGAINST DEFENDANT RYAN'S EXPRESS)

53. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

54. Defendant Ryan's Express owed a duty of care to Dr. Khiabani and Plaintiffs to adequately train its drivers, including Defendant Edward Hubbard, to safely operate its commercial tour busses, including the bus involved in the subject incident.

55. Defendant Ryan's Express was negligent and breached this duty of care by failing to adequately train its drivers, including Edward Hubbard, to safely operate its commercial tour busses, including the bus involved in the subject incident. Defendant Ryan's Express further breached this duty of care by entrusting the subject tour bus to an inadequately trained person (i.e., Defendant Hubbard).

56. These negligent acts and omissions, and each of them, were a legal cause of the incident and Plaintiffs' resulting injuries.

57. As a direct and proximate result of these negligent acts and omissions, Plaintiffs have suffered general and special damages far in excess of Fifteen Thousand Dollars (\$15,000.00), as outlined above.

58. In carrying out its responsibility to adequately train its drivers, Defendant Ryan's Express acted with fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of others. As a direct and proximate result of the conduct of Defendant Ryan's Express, Plaintiffs are entitled to punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).

59. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

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///

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FIFTH CLAIM FOR RELIEF

(STRICT LIABILITY: DEFECTIVE CONDITION OR FAILURE TO WARN AGAINST DEFENDANTS GIRO AND PRO CYCLERY)

60. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

61. Defendant Giro, or its predecessors and/or affiliates, were responsible for the design, manufacture, construction, assembly, testing, labeling, distribution, marketing, and sale of the helmet that Dr. Khiabani was wearing at the time of the above-described accident.

62. Upon information and belief, Defendant Pro Cyclery, or its predecessors and/or affiliates, were part of the subject helmet's chain of distribution and sold to Dr. Khiabani at the retail level the helmet that Dr. Khiabani was wearing at the time of the above-described accident.

63. At the time of the subject accident, and at all other times material hereto, the helmet was being used in a manner foreseeable by Defendants Giro and Pro Cyclery.

64. As so used, the subject helmet was defective, unfit, and unreasonably dangerous for its foreseeable use in that there was inadequate protection of the head by the helmet, which caused or contributed to the death of Dr. Khiabani.

65. The subject helmet was further defective and unreasonably dangerous in that Defendants Giro and Pro Cyclery failed to provide adequate warnings about dangers that were either known or should have been known by Giro and Pro Cyclery and/or failed to provide adequate instructions regarding the helmet's safe and proper use.

66. The aforementioned death of Dr. Khiabani was a direct and proximate result of a defect or defects in the helmet and/or the failure of Defendants Giro and Pro Cyclery to warn of defects that were either known or should have been known or to instruct in the safe and proper use of the helmet. As a result, Defendants Giro and Pro Cyclery should be held strictly liable in tort to Plaintiffs.

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1 67. As a direct and proximate result of the defective nature of the helmet and said
 2 deficiencies in warnings and/or instructions, Decedent Dr. Kayvan Khiabani suffered a
 3 catastrophic head injury and ultimately died.

4 68. As a direct and proximate result of the acts and omissions of Defendants Giro and Pro
 5 Cyclery, Decedent sustained past, present, and future lost wages, which would otherwise have
 6 been gained in his employment if not for his death, far in excess of Fifteen Thousand Dollars
 7 (\$15,000.00).

8 69. As a direct and proximate result of the acts and omissions of Defendants Giro and Pro
 9 Cyclery, the Plaintiff minors each have been deprived of their father's comfort, support,
 10 companionship, society, and consortium, and further, each has suffered great grief, sorrow, and
 11 extreme emotional distress as a result of the death of their father, to each for general damages
 12 far in excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of
 13 Fifteen Thousand Dollars (\$15,000.00). The minor children also seek to recover for the pain,
 14 suffering, and disfigurement of their father.

15 70. As a direct and proximate result of the acts and omissions of Defendants Giro and Pro
 16 Cyclery, Plaintiff Katy Barin has been deprived of her husband's comfort, support,
 17 companionship, society, and consortium, and further, has suffered great grief, sorrow, and
 18 extreme emotional distress as a result of the death of her husband, for general damages far in
 19 excess of Fifteen Thousand Dollars (\$15,000.00) and economic damages far in excess of Fifteen
 20 Thousand Dollars (\$15,000.00). Plaintiff Katy Barin also seeks to recover for the pain,
 21 suffering, and disfigurement of her husband.

22 71. As a direct and proximate result of the acts and omissions of Defendants Giro and Pro
 23 Cyclery, Decedent's Estate and/or Executrix Katy Barin has incurred medical, funeral, and
 24 burial expenses, and other expenses relating thereto, far in excess of Fifteen Thousand Dollars
 25 (\$15,000.00).
 26
 27
 28

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72. As a direct and proximate result of the acts and omissions of Defendants Giro and Pro Cyclery, Plaintiffs have suffered general and special damages in an amount far in excess of Fifteen Thousand Dollars (\$15,000.00).

73. In carrying out its responsibilities for the design, manufacture, construction, assembly, testing, labeling, distribution, marketing, and sale of the subject helmet, Defendant Giro acted with fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of others. As a direct and proximate result of the conduct of Defendant Giro, Plaintiffs are entitled to punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).

74. Plaintiffs have been required to retain legal counsel to prosecute this action, and are therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

SIXTH CLAIM FOR RELIEF

(BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AGAINST DEFENDANTS GIRO AND PRO CYCLERY)

75. Plaintiffs incorporate by this reference each and every allegation previously made in this Complaint, as if fully set forth herein.

76. Giro/Pro Cyclery and Decedent, Dr. Khiabani, entered into a contract for the sale of goods (i.e., the Giro helmet).

77. Defendants Giro/Pro Cyclery had reason to know of the particular purpose for which the helmet was required by Dr. Khiabani (i.e., to wear while riding his road bicycle).

78. Dr. Khiabani relied on the skill or judgment of Defendants Giro/Pro Cyclery to furnish suitable goods for this purpose.

79. The helmet sold by Defendants Giro/Pro Cyclery to Dr. Khiabani was not fit for said purpose and, as a direct and proximate result, Plaintiffs have suffered general and special damages far in excess of Fifteen Thousand Dollars (\$15,000.00), as outlined above.

1 80. In carrying out its responsibilities for the design, manufacture, construction, assembly,
 2 testing, labeling, distribution, marketing, and sale of the subject helmet, Defendant Giro acted
 3 with fraud, malice, express or implied, oppression, and/or conscious disregard of the safety of
 4 others. As a direct and proximate result of the conduct of Defendant Giro, Plaintiffs are entitled
 5 to punitive damages in excess of Fifteen Thousand Dollars (\$15,000.00).
 6

7 81. Plaintiffs have been required to retain legal counsel to prosecute this action, and are
 8 therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

9 **SEVENTH CLAIM FOR RELIEF**

10 **(WRONGFUL DEATH AGAINST ALL DEFENDANTS)**

11 82. Plaintiffs incorporate by this reference each and every allegation previously made in this
 12 Complaint, as if fully set forth herein.

13 83. Plaintiff minors and Plaintiff Katy Barin are the heirs of Decedent and are entitled to
 14 maintain an action for damages against the Defendants for the wrongful death of Dr. Kayvan
 15 Khiabani.
 16

17 84. Pursuant to NRS 41.085, Katy Barin is the Executrix of the Estates of the Decedent and
 18 may also maintain an action for damages against the Defendants for special damages and
 19 penalties, including but not limited to exemplary or punitive damages as set forth in NRS
 20 41.085(5).
 21

22 85. As a result of the injuries to and death of Dr. Khiabani, Plaintiffs are entitled to
 23 damages, including, but not limited to: pecuniary damages for their grief and sorrow, loss of
 24 probable support, companionship, society, comfort and consortium, and damages for pain,
 25 suffering and disfigurement of the Decedent.

26 86. As a direct and proximate result of the wrongful death of Dr. Khiabani, Plaintiffs have
 27 been damaged in an amount far in excess of Fifteen Thousand Dollars (\$15,000.00).
 28

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1 87. Plaintiffs have been required to retain legal counsel to prosecute this action, and are
2 therefore entitled to reasonable attorney's fees and costs of suit incurred in this action.

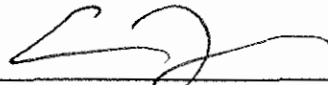
3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for judgment of this Court as follows:

- 5 1. Past and future general damages in an amount in excess of fifteen thousand dollars
6 (\$15,000.00);
7 2. Past and future special damages in an amount in excess of fifteen thousand dollars
8 (\$15,000.00);
9 3. Past and future damages for the wrongful death of Dr. Kayvan Khiabani, as set forth in
10 NRS 41.085, in an amount in excess of fifteen thousand dollars (\$15,000.00);
11 4. Punitive damages in an amount in excess of fifteen thousand dollars (\$15,000.00);
12 5. Prejudgment and post-judgment interest, as allowed by law;
13 6. Costs of suit and reasonable attorneys' fees, as allowed by law, in an amount to be
14 determined; and
15 7. For such other and further relief that the Court may deem just and proper.

16 DATED this 6th day of June, 2017.

17 KEMP, JONES & COULTHARD, LLP

18
19 
20 WILL KEMP, ESQ. (#1205)
21 ERIC PEPPERMAN, ESQ. (#11679)
22 3800 Howard Hughes Parkway, 17th Floor
23 Las Vegas, Nevada 89169

24 -and-

25 PETER S. CHRISTIANSEN, ESQ. (#5254)
26 KENDELEE L. WORKS, ESQ. (#9611)
27 CHRISTIANSEN LAW OFFICES
28 810 South Casino Center Blvd.
Las Vegas, Nevada 89101

Attorneys for Plaintiffs

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DEMAND FOR JURY TRIAL

Plaintiffs by and through their attorneys of record, KEMP, JONES & COULTHARD, LLP and CHRISTIANSEN LAW OFFICES, hereby demand a jury trial of all of the issues in the above matter.

DATED this 6th day of June, 2017.

KEMP, JONES & COULTHARD, LLP



WILL KEMP, ESQ. (#1205)
ERIC PEPPERMAN, ESQ. (#11679)
3800 Howard Hughes Parkway, 17th Floor
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-and-

PETER S. CHRISTIANSEN, ESQ. (#5254)
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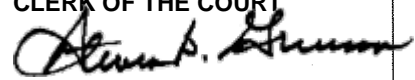
Attorneys for Plaintiffs

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EXHIBIT 4

EXHIBIT 4

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Steven D. Grierson
CLERK OF THE COURT



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ERIC O. FREEMAN
NEVADA BAR NO. 6648
SELMAN BREITMAN LLP
3993 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169-0961
Telephone: 702.228.7717
Facsimile: 702.228.8824
Email: efreeman@selmanlaw.com

Attorneys for Defendants MICHELANGELO
LEASING INC. d/b/a RYAN'S EXPRESS and
EDWARD HUBBARD

DISTRICT COURT

CLARK COUNTY, NEVADA

KEON KHIABANI and ARIA KHIABANI,
minors by and through their natural mother,
KATAYOUN BARIN; KATAYOUN BARIN,
individually; KATAYOUN BARIN as
Executrix of the Estate of Kayvan Khiabani,
M.D. (Decedent), and the Estate of Kayvan
Khiabani, M.D. (Decedent),

Plaintiffs,

v.

MOTOR COACH INDUSTRIES, INC. a
Delaware corporation; MICHELANGELO
LEASING INC. d/b/a RYAN'S EXPRESS, an
Arizona corporation; EDWARD HUBBARD, a
Nevada resident; BELL SPORTS, INC. d/b/a
GIRO SPORT DESIGN, a Delaware
corporation; SEVENPLUS BICYCLES, INC.
d/b/a PRO CYCLERY, a Nevada corporation,
DOES 1 through 20; and ROE
CORPORATIONS 1 through 20,

Defendants.

Case No. A-17-755977-C
Dept.: XIV

**DEFENDANTS MICHELANGELO
LEASING INC. DBA RYAN'S EXPRESS
AND EDWARD HUBBARD'S ANSWER
TO PLAINTIFFS' AMENDED
COMPLAINT**

Defendants MICHELANGELO LEASING INC. dba RYAN'S EXPRESS and EDWARD
HUBBARD by and through their counsel of record, Eric O. Freeman, Esq. of Selman Breitman
LLP, hereby respond to Plaintiffs' Amended Complaint as follows:

THE PARTIES

1
2 1. Answering paragraph 1 of Plaintiffs' Amended Complaint, these answering
3 defendants are without sufficient information or knowledge to form a belief as to the truth or
4 falsity of the allegations contained in paragraph 1, and on that basis, deny the allegations
5 contained therein.

6 2. Answering paragraph 2 of Plaintiffs' Amended Complaint, these answering
7 defendants are without sufficient information or knowledge to form a belief as to the truth or
8 falsity of the allegations contained in paragraph 2, and on that basis, deny the allegations
9 contained therein.

10 3. Answering paragraph 3 of Plaintiffs' Amended Complaint, these answering
11 defendants are without sufficient information or knowledge to form a belief as to the truth or
12 falsity of the allegations contained in paragraph 3, and on that basis, deny the allegations
13 contained therein.

14 4. Answering paragraph 4 of Plaintiffs' Amended Complaint, these answering
15 defendants are without sufficient information or knowledge to form a belief as to the truth or
16 falsity of the allegations contained in paragraph 4, and on that basis, deny the allegations
17 contained therein.

18 5. Answering paragraph 5 of Plaintiffs' Amended Complaint, these answering
19 defendants are without sufficient information or knowledge to form a belief as to the truth or
20 falsity of the allegations contained in paragraph 5, and on that basis, deny the allegations
21 contained therein.

22 6. Answering paragraph 6 of Plaintiffs' Amended Complaint, these answering
23 defendants are without sufficient information or knowledge to form a belief as to the truth or
24 falsity of the allegations contained in paragraph 6, and on that basis, deny the allegations
25 contained therein.

26 7. Answering paragraph 7 of Plaintiffs' Amended Complaint, these answering
27 defendants are without sufficient information or knowledge to form a belief as to the truth or
28

1 falsity of the allegations contained in paragraph 7, and on that basis, deny the allegations
2 contained therein.

3 8. Answering paragraph 8 of Plaintiffs' Amended Complaint, these answering
4 defendants are without sufficient information or knowledge to form a belief as to the truth or
5 falsity of the allegations contained in paragraph 8, and on that basis, deny the allegations
6 contained therein.

7 9. Answering paragraph 9 of Plaintiffs' Amended Complaint, these answering
8 defendants are without sufficient information or knowledge to form a belief as to the truth or
9 falsity of the allegations contained in paragraph 9, and on that basis, deny the allegations
10 contained therein.

11 10. Answering paragraph 10 of Plaintiffs' Amended Complaint, these answering
12 defendants are without sufficient information or knowledge to form a belief as to the truth or
13 falsity of the allegations contained in paragraph 10, and on that basis, deny the allegations
14 contained therein.

15 11. Answering paragraph 11 of Plaintiffs' Amended Complaint, these answering
16 defendants are without sufficient information or knowledge to form a belief as to the truth or
17 falsity of the allegations contained in paragraph 11, and on that basis, deny the allegations
18 contained therein.

19 12. Answering paragraph 12 of Plaintiffs' Amended Complaint, these answering
20 defendants are without sufficient information or knowledge to form a belief as to the truth or
21 falsity of the allegations contained in paragraph 12, and on that basis, deny the allegations
22 contained therein.

23 **JURISDICTION AND VENUE**

24 13. Answering paragraph 13 of Plaintiffs' Amended Complaint, these answering
25 defendants are without sufficient information or knowledge to form a belief as to the truth or
26 falsity of the allegations contained in paragraph 13, and on that basis, deny the allegations
27 contained therein.
28

GENERAL ALLEGATIONS

21. Answering paragraph 21 of Plaintiffs' Amended Complaint, these answering defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 21, and on that basis, deny the allegations contained therein.

FIRST CLAIM FOR RELIEF**(STRICT LIABILITY: DEFECTIVE CONDITION OR FAILURE TO WARN AGAINST
MCI)**

22. Answering paragraph 22 of Plaintiffs' Amended Complaint, these answering defendants repeat and reallege each and every response to paragraphs 1 through 21 of Plaintiffs' Amended Complaint, and incorporate them herein by this reference as if fully set forth at length.

23. Answering paragraph 23 of Plaintiffs' Amended Complaint, these answering defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 23, and on that basis, deny the allegations contained therein.

24. Answering paragraph 24 of Plaintiffs' Amended Complaint, these answering defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 24, and on that basis, deny the allegations contained therein.

25. Answering paragraph 25 of Plaintiffs' Amended Complaint, these answering defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 25, and on that basis, deny the allegations contained therein.

26. Answering paragraph 26 of Plaintiffs' Amended Complaint, these answering defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 26, and on that basis, deny the allegations contained therein.

27. Answering paragraph 27 of Plaintiffs' Amended Complaint, these answering defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the allegations contained in paragraph 27, and on that basis, deny the allegations contained therein.

28. Answering paragraph 28 of Plaintiffs' Amended Complaint, these answering

1 defendants are without sufficient information or knowledge to form a belief as to the truth or
2 falsity of the allegations contained in paragraph 28, and on that basis, deny the allegations
3 contained therein.

4 29. Answering paragraph 29 of Plaintiffs' Amended Complaint, these answering
5 defendants are without sufficient information or knowledge to form a belief as to the truth or
6 falsity of the allegations contained in paragraph 29, and on that basis, deny the allegations
7 contained therein.

8 30. Answering paragraph 30 of Plaintiffs' Amended Complaint, these answering
9 defendants are without sufficient information or knowledge to form a belief as to the truth or
10 falsity of the allegations contained in paragraph 30, and on that basis, deny the allegations
11 contained therein.

12 31. Answering paragraph 31 of Plaintiffs' Amended Complaint, these answering
13 defendants are without sufficient information or knowledge to form a belief as to the truth or
14 falsity of the allegations contained in paragraph 31, and on that basis, deny the allegations
15 contained therein.

16 32. Answering paragraph 32 of Plaintiffs' Amended Complaint, these answering
17 defendants are without sufficient information or knowledge to form a belief as to the truth or
18 falsity of the allegations contained in paragraph 32, and on that basis, deny the allegations
19 contained therein.

20 33. Answering paragraph 33 of Plaintiffs' Amended Complaint, these answering
21 defendants are without sufficient information or knowledge to form a belief as to the truth or
22 falsity of the allegations contained in paragraph 33, and on that basis, deny the allegations
23 contained therein.

24 34. Answering paragraph 34 of Plaintiffs' Amended Complaint, these answering
25 defendants are without sufficient information or knowledge to form a belief as to the truth or
26 falsity of the allegations contained in paragraph 34, and on that basis, deny the allegations
27 contained therein.
28

(NEGLIGENCE AGAINST DEFENDANTS RYAN'S EXPRESS AND EDWARD HUBBARD)

defendants deny the allegations contained therein.

46. Answering paragraph 46 of Plaintiffs' Amended Complaint, these answering defendants deny the allegations contained therein.

THIRD CLAIM FOR RELIEF

(NEGLIGENCE PER SE AGAINST DEFENDANTS RYAN'S EXPRESS AND EDWARD HUBBARD)

47. Answering paragraph 47 of Plaintiffs' Amended Complaint, these answering defendants repeat and reallege each and every response to paragraphs 1 through 46 of Plaintiffs' Amended Complaint, and incorporate them herein by this reference as if fully set forth at length.

48. Answering paragraph 48 of Plaintiffs' Amended Complaint, these answering defendants deny the allegations contained therein.

49. Answering paragraph 49 of Plaintiffs' Amended Complaint, these answering defendants deny the allegations contained therein.

50. Answering paragraph 50 of Plaintiffs' Amended Complaint, these answering defendants deny the allegations contained therein.

51. Answering paragraph 51 of Plaintiffs' Amended Complaint, these answering defendants deny the allegations contained therein.

52. Answering paragraph 52 of Plaintiffs' Amended Complaint, these answering defendants deny the allegations contained therein.

FOURTH CLAIM FOR RELIEF

(NEGLIGENCE TRAINING AGAINST DEFENDANT RYAN'S EXPRESS)

53. Answering paragraph 53 of Plaintiffs' Amended Complaint, these answering defendants repeat and reallege each and every response to paragraphs 1 through 52 of Plaintiffs' Amended Complaint, and incorporate them herein by this reference as if fully set forth at length.

54. Answering paragraph 54 of Plaintiffs' Amended Complaint, these answering defendants deny the allegations contained therein.

55. Answering paragraph 55 of Plaintiffs' Amended Complaint, these answering

1 defendants deny the allegations contained therein.

2 56. Answering paragraph 56 of Plaintiffs' Amended Complaint, these answering
3 defendants deny the allegations contained therein.

4 57. Answering paragraph 57 of Plaintiffs' Amended Complaint, these answering
5 defendants deny the allegations contained therein.

6 58. Answering paragraph 58 of Plaintiffs' Amended Complaint, these answering
7 defendants deny the allegations contained therein.

8 59. Answering paragraph 59 of Plaintiffs' Amended Complaint, these answering
9 defendants deny the allegations contained therein.

10 **FIFTH CLAIM FOR RELIEF**

11 **(STRICK LIABILITY: DEFECTIVE CONDITION OR FAILURE TO WARN AGAINST**
12 **DEFENDANTS GIRO AND PRO CYCLERY)**

13 60. Answering paragraph 60 of Plaintiffs' Amended Complaint, these answering
14 defendants repeat and reallege each and every response to paragraphs 1 through 59 of Plaintiffs'
15 Amended Complaint, and incorporate them herein by this reference as if fully set forth at length.

16 61. Answering paragraph 61 of Plaintiffs' Amended Complaint, these answering
17 defendants are without sufficient information or knowledge to form a belief as to the truth or
18 falsity of the allegations contained in paragraph 61, and on that basis, deny the allegations
19 contained therein.

20 62. Answering paragraph 62 of Plaintiffs' Amended Complaint, these answering
21 defendants are without sufficient information or knowledge to form a belief as to the truth or
22 falsity of the allegations contained in paragraph 62, and on that basis, deny the allegations
23 contained therein.

24 63. Answering paragraph 63 of Plaintiffs' Amended Complaint, these answering
25 defendants are without sufficient information or knowledge to form a belief as to the truth or
26 falsity of the allegations contained in paragraph 63, and on that basis, deny the allegations
27 contained therein.
28

1 64. Answering paragraph 64 of Plaintiffs' Amended Complaint, these answering
2 defendants are without sufficient information or knowledge to form a belief as to the truth or
3 falsity of the allegations contained in paragraph 64, and on that basis, deny the allegations
4 contained therein.

5 65. Answering paragraph 65 of Plaintiffs' Amended Complaint, these answering
6 defendants are without sufficient information or knowledge to form a belief as to the truth or
7 falsity of the allegations contained in paragraph 65, and on that basis, deny the allegations
8 contained therein.

9 66. Answering paragraph 66 of Plaintiffs' Amended Complaint, these answering
10 defendants are without sufficient information or knowledge to form a belief as to the truth or
11 falsity of the allegations contained in paragraph 66, and on that basis, deny the allegations
12 contained therein.

13 67. Answering paragraph 67 of Plaintiffs' Amended Complaint, these answering
14 defendants are without sufficient information or knowledge to form a belief as to the truth or
15 falsity of the allegations contained in paragraph 67, and on that basis, deny the allegations
16 contained therein.

17 68. Answering paragraph 68 of Plaintiffs' Amended Complaint, these answering
18 defendants are without sufficient information or knowledge to form a belief as to the truth or
19 falsity of the allegations contained in paragraph 68, and on that basis, deny the allegations
20 contained therein.

21 69. Answering paragraph 69 of Plaintiffs' Amended Complaint, these answering
22 defendants are without sufficient information or knowledge to form a belief as to the truth or
23 falsity of the allegations contained in paragraph 69, and on that basis, deny the allegations
24 contained therein.

25 70. Answering paragraph 70 of Plaintiffs' Amended Complaint, these answering
26 defendants are without sufficient information or knowledge to form a belief as to the truth or
27 falsity of the allegations contained in paragraph 70, and on that basis, deny the allegations
28

1 contained therein.

2 71. Answering paragraph 71 of Plaintiffs' Amended Complaint, these answering
3 defendants are without sufficient information or knowledge to form a belief as to the truth or
4 falsity of the allegations contained in paragraph 71, and on that basis, deny the allegations
5 contained therein.

6 72. Answering paragraph 72 of Plaintiffs' Amended Complaint, these answering
7 defendants are without sufficient information or knowledge to form a belief as to the truth or
8 falsity of the allegations contained in paragraph 72, and on that basis, deny the allegations
9 contained therein.

10 73. Answering paragraph 73 of Plaintiffs' Amended Complaint, these answering
11 defendants are without sufficient information or knowledge to form a belief as to the truth or
12 falsity of the allegations contained in paragraph 73, and on that basis, deny the allegations
13 contained therein.

14 74. Answering paragraph 74 of Plaintiffs' Amended Complaint, these answering
15 defendants are without sufficient information or knowledge to form a belief as to the truth or
16 falsity of the allegations contained in paragraph 74, and on that basis, deny the allegations
17 contained therein.

18 **SIXTH CLAIM FOR RELIEF**

19 **(BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**
20 **AGAINST DEFENDANTS GIRO AND PRO CYCLERY)**

21 75. Answering paragraph 75 of Plaintiffs' Amended Complaint, these answering
22 defendants repeat and reallege each and every response to paragraphs 1 through 74 of Plaintiffs'
23 Amended Complaint, and incorporate them herein by this reference as if fully set forth at length.

24 76. Answering paragraph 76 of Plaintiffs' Amended Complaint, these answering
25 defendants are without sufficient information or knowledge to form a belief as to the truth or
26 falsity of the allegations contained in paragraph 76, and on that basis, deny the allegations
27 contained therein.
28

1 77. Answering paragraph 77 of Plaintiffs' Amended Complaint, these answering
2 defendants are without sufficient information or knowledge to form a belief as to the truth or
3 falsity of the allegations contained in paragraph 77, and on that basis, deny the allegations
4 contained therein.

5 78. Answering paragraph 78 of Plaintiffs' Amended Complaint, these answering
6 defendants are without sufficient information or knowledge to form a belief as to the truth or
7 falsity of the allegations contained in paragraph 78, and on that basis, deny the allegations
8 contained therein.

9 79. Answering paragraph 79 of Plaintiffs' Amended Complaint, these answering
10 defendants are without sufficient information or knowledge to form a belief as to the truth or
11 falsity of the allegations contained in paragraph 79, and on that basis, deny the allegations
12 contained therein.

13 80. Answering paragraph 80 of Plaintiffs' Amended Complaint, these answering
14 defendants are without sufficient information or knowledge to form a belief as to the truth or
15 falsity of the allegations contained in paragraph 80, and on that basis, deny the allegations
16 contained therein.

17 81. Answering paragraph 81 of Plaintiffs' Amended Complaint, these answering
18 defendants are without sufficient information or knowledge to form a belief as to the truth or
19 falsity of the allegations contained in paragraph 81, and on that basis, deny the allegations
20 contained therein.

21 **SEVENTH CLAIM FOR RELIEF**

22 **(WRONGFUL DEATH AGAINST ALL DEFENDANTS)**

23 82. Answering paragraph 82 of Plaintiffs' Amended Complaint, these answering
24 defendants repeat and reallege each and every response to paragraphs 1 through 81 of Plaintiffs'
25 Amended Complaint, and incorporate them herein by this reference as if fully set forth at length.

26 83. Answering paragraph 83 of Plaintiffs' Amended Complaint, these answering
27 defendants deny the allegations contained therein.
28

1 84. Answering paragraph 84 of Plaintiffs' Amended Complaint, these answering
2 defendants deny the allegations contained therein.

3 85. Answering paragraph 85 of Plaintiffs' Amended Complaint, these answering
4 defendants deny the allegations contained therein.

5 86. Answering paragraph 86 of Plaintiffs' Amended Complaint, these answering
6 defendants deny the allegations contained therein.

7 87. Answering paragraph 87 of Plaintiffs' Amended Complaint, these answering
8 defendants deny the allegations contained therein.

9 **PLAINTIFFS' PRAYERS FOR RELIEF**

10 These answering defendants deny that Plaintiffs are entitled to any relief whatsoever, under
11 and cause of action, and on that basis, deny Plaintiffs' prayers for relief numbers 1 through 7.

12 **AFFIRMATIVE DEFENSES**

13 **FIRST AFFIRMATIVE DEFENSE**

14 The negligence of the plaintiffs exceeds that of these answering defendants, if any, and the
15 plaintiffs are thereby barred from any recovery.

16 **SECOND AFFIRMATIVE DEFENSE**

17 These answering defendants are informed and believe, and thereon allege, the damages
18 suffered by plaintiffs if any, were the direct and proximate result of the negligence of parties,
19 persons, corporations and/or entities other than these answering defendants, and that the liability
20 of these answering defendants, if any, is limited in direct proportion to the percentage of fault
21 actually attributable to these answering defendants.

22 **THIRD AFFIRMATIVE DEFENSE**

23 The plaintiffs have failed to mitigate their damages.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 Plaintiffs failed to name a party necessary for full and adequate relief essential in this
26 action.

FIFTH AFFIRMATIVE DEFENSE

The allegations contained in Plaintiffs' Amended Complaint fail to state a cause of action against these answering defendants upon which relief can be granted.

SIXTH AFFIRMATIVE DEFENSE

The injuries, if any, suffered by the plaintiffs were caused in whole or in part by the negligence of a third party over which these answering defendants had no control.

SEVENTH AFFIRMATIVE DEFENSE

These answering defendants allege that the hazard or defect alleged in Plaintiffs' Amended Complaint was open and obvious to the plaintiffs and the plaintiffs are thereby barred from any recovery.

EIGHTH AFFIRMATIVE DEFENSE

The injuries claimed to have been suffered by the plaintiffs were caused by pre-existing and/or unrelated medical conditions.

NINTH AFFIRMATIVE DEFENSE

These answering defendants are informed and believe, and thereon allege, that the amended complaint was brought without reasonable cause and without a good faith belief that there was a justifiable controversy under the facts of the law which warranted the filing of the amended complaint against these answering defendants. Plaintiffs should therefore be responsible for all of these answering defendants' necessary and reasonable defense costs.

TENTH AFFIRMATIVE DEFENSE

The plaintiffs' cause of action is barred by the doctrine of laches.

ELEVENTH AFFIRMATIVE DEFENSE

There has been an insufficiency of process.

TWELFTH AFFIRMATIVE DEFENSE

There has been an insufficiency of service of process.

THIRTEENTH AFFIRMATIVE DEFENSE

The Amended Complaint and any purported causes of action alleged therein are uncertain,

vague and ambiguous.

FOURTEENTH AFFIRMATIVE DEFENSE

These answering defendants acted at all times with due care in the performance of their relevant duties.

FIFTEENTH AFFIRMATIVE DEFENSE

The allegations contained in plaintiffs' amended complaint fail to state facts sufficient to warrant an award of punitive or exemplary damages against these answering defendants.

SIXTEENTH AFFIRMATIVE DEFENSE

These answering defendants are informed and believe, and thereon allege, that the claim for punitive damages is unconstitutional under the United States Constitution and the Nevada Constitution, including but not limited to, the excessive fines, due process and equal protection provisions thereof.

SEVENTEENTH AFFIRMATIVE DEFENSE

These answering defendants are informed and believe, and thereon allege, that plaintiffs fail to state facts sufficient to, and that no facts exist which are sufficient to, warrant any claim or claims for punitive and/or exemplary damages.

EIGHTEENTH AFFIRMATIVE DEFENSE

Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been alleged herein, insofar as sufficient facts were not available after reasonable inquiry upon the filing of these answering defendants' answer and, therefore, defendant reserves the right to amend this answer to allege additional affirmative defenses if subsequent investigation warrants.

PRAYER FOR RELIEF

WHEREFORE, having fully answered Plaintiffs' Amended Complaint, and asserted affirmative defenses, these answering defendants request the following relief:

1. That plaintiffs take nothing by way of their amended complaint;
2. For an award of attorneys' fees and costs of suit; and

3. For such other relief as this court deems just and proper.

DATED: June 28, 2017

SELMAN BREITMAN LLP

By: /s/ Eric O. Freeman
ERIC O. FREEMAN
NEVADA BAR NO. 6648
3993 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169-0961
Telephone: 702.228.7717
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Attorneys for Defendants MICHELANGELO
LEASING INC. d/b/a RYAN'S EXPRESS and
EDWARD HUBBARD

Selman Breitman LLP
ATTORNEYS AT LAW

CERTIFICATE OF SERVICE

☒ I hereby certify that I am an employee of Selman Breitman LLP and, pursuant to:
BY E-MAIL/ELECTRONIC SERVICE: N.R.C.P. 5(b), I caused the foregoing document to be served upon the persons designated by the parties in the E-Service master List for the above-referenced matter in the Eighth Judicial District Court eFiling System in accordance with the mandatory electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules.

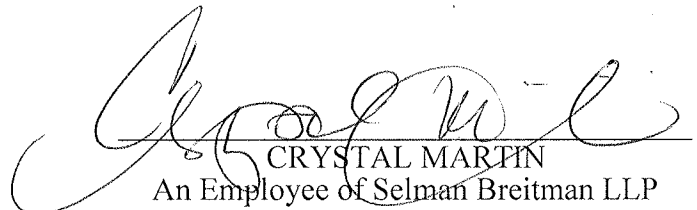
a true and correct copy of the above and foregoing **DEFENDANTS MICHELANGELO LEASING INC. DBA RYAN'S EXPRESS AND EDWARD HUBBARD'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT**, this 28 day of June 2017, addressed as follows:

Will Kemp, Esq.
Eric Pepperman, Esq.
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169

Attorneys for Plaintiffs

Peter S. Christiansen, Esq.
Kendele L. Works, Esq.
CHRISTIANSEN LAW OFFICES
810 South Casino Center Blvd.
Las Vegas, NV 89101

Attorneys for Plaintiffs


CRYSTAL MARTIN
An Employee of Selman Breitman LLP

Selman Breitman LLP
ATTORNEYS AT LAW

EXHIBIT 5

EXHIBIT 5

**IAFD**

ERIC O. FREEMAN
 NEVADA BAR NO. 6648
 SELMAN BREITMAN LLP
 3993 Howard Hughes Parkway, Suite 200
 Las Vegas, NV 89169-0961
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 Facsimile: 702.228.8824
 Email: efreeman@selmanlaw.com

Attorneys for Defendants MICHELANGELO
 LEASING INC. d/b/a RYAN'S EXPRESS and
 EDWARD HUBBARD

DISTRICT COURT

CLARK COUNTY, NEVADA

KEON KHIABANI and ARIA KHIABANI,
 minors by and through their natural mother,
 KATAYOUN BARIN; KATAYOUN BARIN,
 individually; KATAYOUN BARIN as
 Executrix of the Estate of Kayvan Khiabani,
 M.D. (Decedent), and the Estate of Kayvan
 Khiabani, M.D. (Decedent),

Case No. A-17-755977-C
 Dept.: XIV

Plaintiffs,

v.

MOTOR COACH INDUSTRIES, INC. a
 Delaware corporation; MICHELANGELO
 LEASING INC. d/b/a RYAN'S EXPRESS, an
 Arizona corporation; EDWARD HUBBARD, a
 Nevada resident; BELL SPORTS, INC. d/b/a
 GIRO SPORT DESIGN, a Delaware
 corporation; SEVENPLUS BICYCLES, INC.
 d/b/a PRO CYCLERY, a Nevada corporation,
 DOES 1 through 20; and ROE
 CORPORATIONS 1 through 20,

Defendants.

INITIAL APPEARANCE FEE DISCLOSURE (NRS CHAPTER 19)

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
 parties appearing in this matter as indicated below:

MICHELANGELO LEASING IN dba RYAN'S EXPRESS \$223.00

EDWARD HUBBARD \$30.00

TOTAL REMITTED: \$253.00

DATED: June 28, 2017

SELMAN BREITMAN LLP

By: /s/ Eric O. Freeman

ERIC O. FREEMAN

NEVADA BAR NO. 6648

3993 Howard Hughes Parkway, Suite 200

Las Vegas, NV 89169-0961

Telephone: 702.228.7717

Facsimile: 702.228.8824

Attorneys for Defendants MICHELANGELO
LEASING INC. d/b/a RYAN'S EXPRESS and
EDWARD HUBBARD

Selman Breitman LLP
ATTORNEYS AT LAW

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Selman Breitman LLP and, pursuant to:
☒ **BY E-MAIL/ELECTRONIC SERVICE:** N.R.C.P. 5(b), I caused the foregoing document to be served upon the persons designated by the parties in the E-Service master List for the above-referenced matter in the Eighth Judicial District Court eFiling System in accordance with the mandatory electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules.

a true and correct copy of the above and foregoing **INITIAL APPEARANCE FEE**

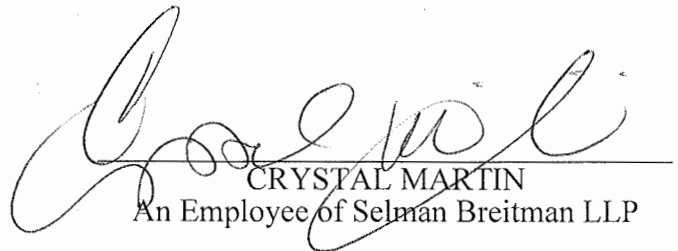
DISCLOSURE, this 28 day of June 2017, addressed as follows:

Will Kemp, Esq.
Eric Pepperman, Esq.
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169

Attorneys for Plaintiffs

Peter S. Christiansen, Esq.
Kendelea L. Works, Esq.
CHRISTIANSEN LAW OFFICES
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Las Vegas, NV 89101

Attorneys for Plaintiffs


CRYSTAL MARTIN
An Employee of Selman Breitman LLP

Selman Breitman LLP
ATTORNEYS AT LAW

EXHIBIT 6

EXHIBIT 6



ANAC

Michael J. Nuñez, Esq.
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6900 Westcliff Drive, Suite 605
Las Vegas, Nevada 89145
Telephone: (702) 360-3956
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Attorneys for Defendant SEVENPLUS
BICYCLES, INC d/b/a PRO CYCLERY

DISTRICT COURT

CLARK COUNTY, NEVADA

KEON KHIABANI and ARIA KHIABANI,
minors by and through their natural
mother, KATAYOUN BARIN; KATAYOUN
BARIN, individually; KATAYOUN BARIN
as executrix of the Estate of Kayvan
Khiabani, M.D. (Decedent), and the Estate
of Kayvan Khiabani, M.D. (Decedent),

Plaintiffs,

v.

MOTOR COACH INDUSTRIES, INC., a
Delaware corporation; MICHELANGELO
LEASING INC. d/b/a RYAN'S EXPRESS,
an Arizona corporation; EDWARD
HUBBARD, a Nevada resident; BELL
SPORTS, INC. d/b/a GIRO SPORT
DESIGN, a Delaware corporation;
SEVENPLUS BICYCLES, INC. d/b/a PRO
CYCLERY, a Nevada corporation, DOES
1 through 20 and ROE CORPORATIONS
1 through 20,

Defendants.

CASE NO. A-17-755977-C
DEPT NO.: XIV

**DEFENDANT SEVENPLUS BICYCLES,
INC. d/b/a PRO CYCLERY'S ANSWER
TO PLAINTIFFS' AMENDED
COMPLAINT**

COMES NOW Defendant, SEVENPLUS BICYCLES, INC. d/b/a PRO CYCLERY.
("SevenPlus"), by and through its attorney of record Murchison & Cumming, LLP, in response to
Plaintiffs' Amended Complaint on file herein, admits, denies and alleges as follows:

GENERAL ALLEGATIONS

1. Answering Paragraph 1 of Plaintiffs' Amended Complaint, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

2. Answering Paragraph 2 of Plaintiffs' Amended Complaint, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

3. Answering Paragraph 3 of Plaintiffs' Amended Complaint, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

4. Answering Paragraph 4 of Plaintiffs' Amended Complaint, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same..

5. Answering Paragraph 5 of Plaintiffs' Amended Complaint, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

6. Answering Paragraph 6 of Plaintiffs' Amended Complaint, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

7. Answering Paragraph 7 of Plaintiffs' Amended Complaint, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

8. Answering Paragraph 8 of Plaintiffs' Amended Complaint, SevenPlus admits it is a Domestic Corporation authorized to do business in the State of Nevada, including Clark County, as to the remaining allegations, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

1 16. Answering Paragraph 16 of Plaintiffs' Amended Complaint makes no allegations
2 against SevenPlus and, as a result, no response to the allegations of Paragraph 16 of Plaintiffs'
3 Amended Complaint is required. To the extent that a response is required, SevenPlus is
4 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
5 of the allegations contained therein, and therefore, denies the same.

6 17. Answering Paragraph 17 of Plaintiffs' Amended Complaint makes no allegations
7 against SevenPlus and, as a result, no response to the allegations of Paragraph 17 of Plaintiffs'
8 Amended Complaint is required. To the extent that a response is required, SevenPlus is
9 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
10 of the allegations contained therein, and therefore, denies the same.

11 18. Answering Paragraph 18 of Plaintiffs' Amended Complaint makes no allegations
12 against SevenPlus and, as a result, no response to the allegations of Paragraph 18 of Plaintiffs'
13 Amended Complaint is required. To the extent that a response is required, SevenPlus is
14 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
15 of the allegations contained therein, and therefore, denies the same.

16 19. Answering Paragraph 19 of Plaintiffs' Amended Complaint makes no allegations
17 against SevenPlus and, as a result, no response to the allegations of Paragraph 19 of Plaintiffs'
18 Amended Complaint is required. To the extent that a response is required, SevenPlus is
19 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
20 of the allegations contained therein, and therefore, denies the same.

21 20. Answering Paragraph 20 of Plaintiffs' Amended Complaint makes no allegations
22 against SevenPlus and, as a result, no response to the allegations of Paragraph 20 of Plaintiffs'
23 Amended Complaint is required. To the extent that a response is required, SevenPlus is
24 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
25 of the allegations contained therein, and therefore, denies the same.

26 21. Answering Paragraph 21 of Plaintiffs' Amended Complaint makes no allegations
27 against SevenPlus and, as a result, no response to the allegations of Paragraph 21 of Plaintiffs'
28 Amended Complaint is required. To the extent that a response is required, SevenPlus is

1 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
2 of the allegations contained therein, and therefore, denies the same.

3 **FIRST CLAIM FOR RELIEF**

4 **(STRICT LIABILITY: DEFECTIVE CONDITION**

5 **OR FAILURE TO WARN AGAINST DEFENDANT MCI)**

6 22. Answering Paragraph 22 of Plaintiffs' Amended Complaint, SevenPlus repeats and
7 re-alleges its answers to Paragraphs 1 through 21 above as though the same were set forth at
8 length herein.

9 23. Answering Paragraph 23 of Plaintiffs' Amended Complaint makes no allegations
10 against SevenPlus and, as a result, no response to the allegations of Paragraph 23 of Plaintiffs'
11 Amended Complaint is required. To the extent that a response is required, SevenPlus is
12 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
13 of the allegations contained therein, and therefore, denies the same.

14 24. Answering Paragraph 24 of Plaintiffs' Amended Complaint makes no allegations
15 against SevenPlus and, as a result, no response to the allegations of Paragraph 24 of Plaintiffs'
16 Amended Complaint is required. To the extent that a response is required, SevenPlus is
17 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
18 of the allegations contained therein, and therefore, denies the same.

19 25. Answering Paragraph 25 of Plaintiffs' Amended Complaint makes no allegations
20 against SevenPlus and, as a result, no response to the allegations of Paragraph 25 of Plaintiffs'
21 Amended Complaint is required. To the extent that a response is required, SevenPlus is
22 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
23 of the allegations contained therein, and therefore, denies the same.

24 26. Answering Paragraph 26 of Plaintiffs' Amended Complaint makes no allegations
25 against SevenPlus and, as a result, no response to the allegations of Paragraph 26 of Plaintiffs'
26 Amended Complaint is required. To the extent that a response is required, SevenPlus is
27 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
28 of the allegations contained therein, and therefore, denies the same.

1 27. Answering Paragraph 27 of Plaintiffs' Amended Complaint makes no allegations
2 against SevenPlus and, as a result, no response to the allegations of Paragraph 27 of Plaintiffs'
3 Amended Complaint is required. To the extent that a response is required, SevenPlus is
4 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
5 of the allegations contained therein, and therefore, denies the same.

6 28. Answering Paragraph 28 of Plaintiffs' Amended Complaint makes no allegations
7 against SevenPlus and, as a result, no response to the allegations of Paragraph 28 of Plaintiffs'
8 Amended Complaint is required. To the extent that a response is required, SevenPlus is
9 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
10 of the allegations contained therein, and therefore, denies the same.

11 29. Answering Paragraph 29 of Plaintiffs' Amended Complaint makes no allegations
12 against SevenPlus and, as a result, no response to the allegations of Paragraph 29 of Plaintiffs'
13 Amended Complaint is required. To the extent that a response is required, SevenPlus is
14 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
15 of the allegations contained therein, and therefore, denies the same.

16 30. Answering Paragraph 30 of Plaintiffs' Amended Complaint makes no allegations
17 against SevenPlus and, as a result, no response to the allegations of Paragraph 30 of Plaintiffs'
18 Amended Complaint is required. To the extent that a response is required, SevenPlus is
19 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
20 of the allegations contained therein, and therefore, denies the same.

21 31. Answering Paragraph 31 of Plaintiffs' Amended Complaint makes no allegations
22 against SevenPlus and, as a result, no response to the allegations of Paragraph 31 of Plaintiffs'
23 Amended Complaint is required. To the extent that a response is required, SevenPlus is
24 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
25 of the allegations contained therein, and therefore, denies the same.

26 32. Answering Paragraph 32 of Plaintiffs' Amended Complaint makes no allegations
27 against SevenPlus and, as a result, no response to the allegations of Paragraph 32 of Plaintiffs'
28 Amended Complaint is required. To the extent that a response is required, SevenPlus is

without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

33. Answering Paragraph 33 of Plaintiffs' Amended Complaint makes no allegations against SevenPlus and, as a result, no response to the allegations of Paragraph 33 of Plaintiffs' Amended Complaint is required. To the extent that a response is required, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

34. Answering Paragraph 34 of Plaintiffs' Amended Complaint makes no allegations against SevenPlus and, as a result, no response to the allegations of Paragraph 34 of Plaintiffs' Amended Complaint is required. To the extent that a response is required, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

35. Answering Paragraph 35 of Plaintiffs' Amended Complaint, SevenPlus denies the allegations contained therein.

SECOND CLAIM FOR RELIEF

(NEGLIGENCE AGAINST DEFENDANTS RYAN'S EXPRESS AND EDWARD HUBBARD)

36. Answering Paragraph 36 of Plaintiffs' Amended Complaint, SevenPlus repeats and re-alleges its answers to Paragraphs 1 through 35 above as though the same were set forth at length herein.

37. Answering Paragraph 37 of Plaintiffs' Amended Complaint makes no allegations against SevenPlus and, as a result, no response to the allegations of Paragraph 37 of Plaintiffs' Amended Complaint is required. To the extent that a response is required, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

38. Answering Paragraph 38 of Plaintiffs' Amended Complaint makes no allegations against SevenPlus and, as a result, no response to the allegations of Paragraph 38 of Plaintiffs' Amended Complaint is required. To the extent that a response is required, SevenPlus is

1 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
2 of the allegations contained therein, and therefore, denies the same.

3 39. Answering Paragraph 39 of Plaintiffs' Amended Complaint makes no allegations
4 against SevenPlus and, as a result, no response to the allegations of Paragraph 39 of Plaintiffs'
5 Amended Complaint is required. To the extent that a response is required, SevenPlus is
6 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
7 of the allegations contained therein, and therefore, denies the same.

8 40. Answering Paragraph 40 of Plaintiffs' Amended Complaint makes no allegations
9 against SevenPlus and, as a result, no response to the allegations of Paragraph 40 of Plaintiffs'
10 Amended Complaint is required. To the extent that a response is required, SevenPlus is
11 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
12 of the allegations contained therein, and therefore, denies the same.

13 41. Answering Paragraph 41 of Plaintiffs' Amended Complaint makes no allegations
14 against SevenPlus and, as a result, no response to the allegations of Paragraph 41 of Plaintiffs'
15 Amended Complaint is required. To the extent that a response is required, SevenPlus is
16 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
17 of the allegations contained therein, and therefore, denies the same.

18 42. Answering Paragraph 42 of Plaintiffs' Amended Complaint makes no allegations
19 against SevenPlus and, as a result, no response to the allegations of Paragraph 42 of Plaintiffs'
20 Amended Complaint is required. To the extent that a response is required, SevenPlus is
21 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
22 of the allegations contained therein, and therefore, denies the same.

23 43. Answering Paragraph 43 of Plaintiffs' Amended Complaint makes no allegations
24 against SevenPlus and, as a result, no response to the allegations of Paragraph 43 of Plaintiffs'
25 Amended Complaint is required. To the extent that a response is required, SevenPlus is
26 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
27 of the allegations contained therein, and therefore, denies the same.

1 44. Answering Paragraph 44 of Plaintiffs' Amended Complaint makes no allegations
2 against SevenPlus and, as a result, no response to the allegations of Paragraph 44 of Plaintiffs'
3 Amended Complaint is required. To the extent that a response is required, SevenPlus is
4 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
5 of the allegations contained therein, and therefore, denies the same.

6 45. Answering Paragraph 45 of Plaintiffs' Amended Complaint makes no allegations
7 against SevenPlus and, as a result, no response to the allegations of Paragraph 45 of Plaintiffs'
8 Amended Complaint is required. To the extent that a response is required, SevenPlus is
9 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
10 of the allegations contained therein, and therefore, denies the same.

11 46. Answering Paragraph 46 of Plaintiffs' Amended Complaint, SevenPlus denies the
12 allegations contained therein.

13 **THIRD CLAIM FOR RELIEF**

14 **(NEGLIGENCE PER SE AGAINST DEFENDANTS**

15 **RYAN'S EXPRESS AND EDWARD HUBBARD)**

16 47. Answering Paragraph 47 of Plaintiffs' Amended Complaint, SevenPlus repeats
17 and realleges its answers to Paragraphs 1 through 46 above as though the same were set forth
18 at length herein.

19 48. Answering Paragraph 48 of Plaintiffs' Amended Complaint makes no allegations
20 against SevenPlus and, as a result, no response to the allegations of Paragraph 49 of Plaintiffs'
21 Amended Complaint is required. To the extent that a response is required, SevenPlus is
22 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
23 of the allegations contained therein, and therefore, denies the same.

24 49. Answering Paragraph 49 of Plaintiffs' Amended Complaint makes no allegations
25 against SevenPlus and, as a result, no response to the allegations of Paragraph 49 of Plaintiffs'
26 Amended Complaint is required. To the extent that a response is required, SevenPlus is
27 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
28 of the allegations contained therein, and therefore, denies the same.

1 50. Answering Paragraph 50 of Plaintiffs' Amended Complaint makes no allegations
2 against SevenPlus and, as a result, no response to the allegations of Paragraph 50 of Plaintiffs'
3 Amended Complaint is required. To the extent that a response is required, SevenPlus is
4 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
5 of the allegations contained therein, and therefore, denies the same.

6 51. Answering Paragraph 51 of Plaintiffs' Amended Complaint makes no allegations
7 against SevenPlus and, as a result, no response to the allegations of Paragraph 51 of Plaintiffs'
8 Amended Complaint is required. To the extent that a response is required, SevenPlus is
9 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
10 of the allegations contained therein, and therefore, denies the same.

11 52. Answering Paragraph 52 of Plaintiffs' Amended Complaint, SevenPlus denies the
12 allegations contained therein.

13 **FOURTH CLAIM FOR RELIEF**

14 **(NEGLIGENT TRAINING AGAINST DEFENDANT RYAN'S EXPRESS)**

15 53. Answering Paragraph 53 of Plaintiffs' Amended Complaint, SevenPlus repeats
16 and realleges its answers to Paragraphs 1 through 52 above as though the same were set forth
17 at length herein.

18 54. Answering Paragraph 54 of Plaintiffs' Amended Complaint makes no allegations
19 against SevenPlus and, as a result, no response to the allegations of Paragraph 54 of Plaintiffs'
20 Amended Complaint is required. To the extent that a response is required, SevenPlus is
21 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
22 of the allegations contained therein, and therefore, denies the same.

23 55. Answering Paragraph 55 of Plaintiffs' Amended Complaint makes no allegations
24 against SevenPlus and, as a result, no response to the allegations of Paragraph 55 of Plaintiffs'
25 Amended Complaint is required. To the extent that a response is required, SevenPlus is
26 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
27 of the allegations contained therein, and therefore, denies the same.

56. Answering Paragraph 56 of Plaintiffs' Amended Complaint makes no allegations against SevenPlus and, as a result, no response to the allegations of Paragraph 56 of Plaintiffs' Amended Complaint is required. To the extent that a response is required, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

57. Answering Paragraph 57 of Plaintiffs' Amended Complaint makes no allegations against SevenPlus and, as a result, no response to the allegations of Paragraph 57 of Plaintiffs' Amended Complaint is required. To the extent that a response is required, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

58. Answering Paragraph 58 of Plaintiffs' Amended Complaint makes no allegations against SevenPlus and, as a result, no response to the allegations of Paragraph 58 of Plaintiffs' Amended Complaint is required. To the extent that a response is required, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

59. Answering Paragraph 59 of Plaintiffs' Amended Complaint, SevenPlus denies the allegations contained therein.

FIFTH CLAIM FOR RELIEF

(STRICT LIABILITY: DEFECTIVE CONDITION OR FAILURE TO WARN AGAINST DEFENDANTS GIRO AND PRO CYCLERY)

60. Answering Paragraph 60 of Plaintiffs' Amended Complaint, SevenPlus repeats and realleges its answers to Paragraphs 1 through 59 above as though the same were set forth at length herein.

61. Answering Paragraph 61 of Plaintiffs' Amended Complaint makes no allegations against SevenPlus and, as a result, no response to the allegations of Paragraph 61 of Plaintiffs' Amended Complaint is required. To the extent that a response is required, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

1 62. Answering Paragraph 62 of Plaintiffs' Amended Complaint, SevenPlus is without
2 sufficient knowledge or information upon which to base a belief as to the truth or falsity of the
3 allegations contained therein, and therefore, denies the same.

4 63. Answering Paragraph 63 of Plaintiffs' Amended Complaint, SevenPlus is without
5 sufficient knowledge or information upon which to base a belief as to the truth or falsity of the
6 allegations contained therein, and therefore, denies the same.

7 64. Answering Paragraph 64 of Plaintiffs' Amended Complaint, SevenPlus denies the
8 allegations contained therein.

9 65. Answering Paragraph 65 of Plaintiffs' Amended Complaint, SevenPlus denies the
10 allegations contained therein.

11 66. Answering Paragraph 66 of Plaintiffs' Amended Complaint, SevenPlus denies the
12 allegations contained therein.

13 67. Answering Paragraph 67 of Plaintiffs' Amended Complaint, SevenPlus denies the
14 allegations contained therein.

15 68. Answering Paragraph 68 of Plaintiffs' Amended Complaint, SevenPlus denies the
16 allegations contained therein.

17 69. Answering Paragraph 69 of Plaintiffs' Amended Complaint, SevenPlus denies the
18 allegations contained therein.

19 70. Answering Paragraph 70 of Plaintiffs' Amended Complaint, SevenPlus denies the
20 allegations contained therein.

21 71. Answering Paragraph 71 of Plaintiffs' Amended Complaint, SevenPlus denies the
22 allegations contained therein.

23 72. Answering Paragraph 72 of Plaintiffs' Amended Complaint, SevenPlus denies the
24 allegations contained therein.

25 73. Answering Paragraph 73 of Plaintiffs' Amended Complaint makes no allegations
26 against SevenPlus and, as a result, no response to the allegations of Paragraph 73 of Plaintiffs'
27 Amended Complaint is required. To the extent that a response is required, SevenPlus is
28

1 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
2 of the allegations contained therein, and therefore, denies the same.

3 74. Answering Paragraph 74 of Plaintiffs' Amended Complaint, SevenPlus denies the
4 allegations contained therein.

5 **SIXTH CLAIM FOR RELIEF**

6 **(BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**
7 **AGAINST DEFENDANT GIRO AND PRO CYCLERY)**

8 75. Answering Paragraph 75 of Plaintiffs' Amended Complaint, SevenPlus repeats
9 and realleges its answers to Paragraphs 1 through 74 above as though the same were set forth
10 at length herein.

11 76. Answering Paragraph 76 of Plaintiffs' Amended Complaint, SevenPlus is without
12 sufficient knowledge or information upon which to base a belief as to the truth or falsity of the
13 allegations contained therein, and therefore, denies the same.

14 77. Answering Paragraph 77 of Plaintiffs' Amended Complaint, SevenPlus is without
15 sufficient knowledge or information upon which to base a belief as to the truth or falsity of the
16 allegations contained therein, and therefore, denies the same.

17 78. Answering Paragraph 78 of Plaintiffs' Amended Complaint, SevenPlus is without
18 sufficient knowledge or information upon which to base a belief as to the truth or falsity of the
19 allegations contained therein, and therefore, denies the same.

20 79. Answering Paragraph 79 of Plaintiffs' Amended Complaint, SevenPlus denies the
21 allegations contained therein.

22 80. Answering Paragraph 80 of Plaintiffs' Amended Complaint makes no allegations
23 against SevenPlus and, as a result, no response to the allegations of Paragraph 80 of Plaintiffs'
24 Amended Complaint is required. To the extent that a response is required, SevenPlus is
25 without sufficient knowledge or information upon which to base a belief as to the truth or falsity
26 of the allegations contained therein, and therefore, denies the same.

27 81. Answering Paragraph 81 of Plaintiffs' Amended Complaint, SevenPlus denies the
28 allegations contained therein.

SEVENTH CLAIM FOR RELIEF

(WRONGFUL DEATH AGAINST ALL DEFENDANT)

82. Answering Paragraph 82 of Plaintiffs' Amended Complaint, SevenPlus repeats and realleges its answers to Paragraphs 1 through 81 above as though the same were set forth at length herein.

83. Answering Paragraph 83 of Plaintiffs' Amended Complaint, SevenPlus is without sufficient knowledge or information upon which to base a belief as to the truth or falsity of the allegations contained therein, and therefore, denies the same.

84. Answering Paragraph 84 of Plaintiffs' Amended Complaint, SevenPlus states the allegations contained therein constitute conclusions of law and thus, no response is required. To the extent Paragraph 84 contains allegations of fact, SevenPlus is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained therein; and therefore, denies the same.

85. Answering Paragraph 85 of Plaintiffs' Amended Complaint, SevenPlus denies the allegations contained therein.

86. Answering Paragraph 86 of Plaintiffs' Amended Complaint, SevenPlus denies the allegations contained therein.

87. Answering Paragraph 87 of Plaintiffs' Amended Complaint, SevenPlus denies the allegations contained therein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' Amended Complaint fails to state a claim against SevenPlus upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The loss, injuries and damages, if any, which Plaintiffs allege, were directly and proximately caused by the negligence, carelessness or fault of Plaintiffs, which is greater than the alleged negligence, carelessness or fault, if any, of SevenPlus and therefore, Plaintiffs' claims against SevenPlus are barred.

THIRD AFFIRMATIVE DEFENSE

The loss, injuries and damages, if any, which Plaintiffs allege, were directly and proximately caused and/or contributed to by the negligence, carelessness or fault of Plaintiffs and therefore, SevenPlus is entitled to contribution in proportion to the percentage of negligence attributed to Plaintiffs.

FOURTH AFFIRMATIVE DEFENSE

At the time and place, and under the circumstances alleged, the injuries of Plaintiffs, if any, and the damages of Plaintiffs, if any, were caused solely by the acts or omissions of some parties over whom SevenPlus had no control, and for whose acts SevenPlus is not responsible.

FIFTH AFFIRMATIVE DEFENSE

SevenPlus alleges that Plaintiffs are barred by the contribution laws of the State of Nevada.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff action against SevenPlus is moot because Plaintiffs' actions are barred by the applicable Statute of Limitations.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs are estopped by virtue of their own acts and omissions from asserting the claims for relief set forth in the Amended Complaint against SevenPlus.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' Amended Complaint is barred by the Doctrine of Laches.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' have failed to mitigate their alleged damages, if any, as required by law.

TENTH AFFIRMATIVE DEFENSE

SevenPlus's liability, the existence of which is expressly denied, must be reduced by the percentage of fault of others, including Plaintiffs.

ELEVENTH AFFIRMATIVE DEFENSE

SevenPlus alleges that Plaintiffs failed to name each party necessary for full and adequate relief essential in this action.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims have been waived as a result of Plaintiffs act and conduct and, therefore, Plaintiffs are estopped from asserting their claims for damages against SevenPlus.

THIRTEENTH AFFIRMATIVE DEFENSE

SevenPlus alleges that the damages, if any, suffered by the Plaintiffs were caused, in whole or in part, by an independent intervening cause, and were not the result of negligence on the part of SevenPlus.

FOURTEENTH AFFIRMATIVE DEFENSE

The products and materials provided by SevenPlus were fit and proper for their intended use.

FIFTEENTH AFFIRMATIVE DEFENSE

SevenPlus's product and materials were misused.

SIXTEENTH AFFIRMATIVE DEFENSE

The products and materials were altered or modified in some unforeseeable manner, which subsequently caused the damages, if any.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiffs are estopped from asserting any claim against SevenPlus in that Plaintiffs or other parties modified, altered, redesigned, or in some fashion, materially altered SevenPlus's product. Said changes, alterations, redesign or modifications were accomplished in the absence of SevenPlus's knowledge, approval or consent; said changes, alterations, redesign or modifications proximately causing or contributing to the damages claimed by Plaintiffs.

EIGHTEENTH AFFIRMATIVE DEFENSE

It has been necessary for SevenPlus to retain counsel to defend this action, and it is, therefore, entitled to an award of reasonable attorney's fees.

NINETEENTH AFFIRMATIVE DEFENSE

SevenPlus is not the real party in interest.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiffs' punitive damages claims are barred due to the lack of clear and convincing evidence that this Defendant has been guilty of oppression, fraud or malice, express or implied, as required pursuant to NRC § 42.005.

TWENTY-FIRST AFFIRMATIVE DEFENSE

SevenPlus is informed and believes and thereon alleges that the events referred to in Plaintiffs' Amended Complaint resulted from the abnormal or improper use of the helmet referred to in Plaintiffs' Amended Complaint.

TWENTY-SECOND AFFIRMATIVE DEFENSE

The utility and benefit of the helmet referred to in Plaintiffs' Amended Complaint outweighed any risk or harm posed by its design, and/or the helmet met the expectations of the reasonable consumer and/or performed in the manner reasonable to be expected in light of its nature and intended functions.

TWENTY-THIRD AFFIRMATIVE DEFENSE

In the event that Plaintiffs recover damages against one or more Defendants, the liability for Defendants on one or more claims may be several and not joint and subject to apportionment.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

SevenPlus alleges that the damages sustained by Plaintiffs, if any, were the result of an unavoidable accident, insofar as SevenPlus is concerned, and occurred without any negligence, want of care, default, or other breach of duty to Plaintiffs on the part of the SevenPlus.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

SevenPlus adopts and incorporates by reference any affirmative defenses of the Co-Defendant as may be applicable to SevenPlus.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

SevenPlus alleges that Plaintiffs' claims are barred by any and all releases and waivers of liability agreements signed by Plaintiffs.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

SevenPlus hereby incorporates by reference those affirmative defenses enumerated in Rule 8 of the Nevada Rules of Civil Procedure, as if fully set forth herein.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

SevenPlus alleges that Plaintiffs knowingly, intelligently and voluntarily assumed the risk of loss, damage and/or injury of which Plaintiffs complain, and Plaintiffs are therefore barred from recovery for such loss, damage and/or injury.

TWENTY-NINTH AFFIRMATIVE DEFENSE

SevenPlus alleges it was not the designer, manufacturer, or distributor of the helmet, so as to this no negligence can be assigned on the part of SevenPlus.

THIRTIETH AFFIRMATIVE DEFENSE

All possible affirmative defenses may not have been alleged herein, so far as sufficient facts were not available after a reasonable inquiry upon the filing of SevenPlus's Answer.

THIRTIETH AFFIRMATIVE DEFENSE

Plaintiffs' punitive damages claims are barred based upon the provisions of NRS § 42.007, because Plaintiffs' cannot prove any of the elements necessary to impose such liability upon this Defendant.

WHEREFORE, Defendant SevenPlus prays for judgment as follows:

1. Plaintiffs take nothing against SevenPlus by way of their Amended Complaint;
2. Plaintiffs' Amended Complaint be dismissed with prejudice and that it take nothing thereby;
3. Defendant SevenPlus be awarded its attorney's fees and costs incurred; and

DATED: June 30, 2017

By

Michael J. Nuñez, Esq.
Nevada Bar No. 10703
6900 Westcliff Drive, Suite 605
Las Vegas, Nevada 89145
Attorneys for Defendant SEVENPLUS
BICYCLES, INC d/b/a PRO CYCLERY

PROOF OF SERVICE

STATE OF NEVADA, COUNTY OF CLARK

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Clark, State of Nevada. My business address is 6900 Westcliff Drive, Suite 605, Las Vegas, Nevada 89145.

On June 30, 2017, I served true copies of the following document(s) described as **DEFENDANT SEVENPLUS BICYCLES, INC. D/B/A PRO CYCLERY'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT AND CROSSCLAIM** on the interested parties in this action as follows:

SEE ATTACHED LIST

BY ELECTRONIC SERVICE: by transmitting via the Court's electronic filing and electronic service the document(s) listed above to the Counsel set forth on the service list on this date pursuant to Administrative order 14-2 NEFCR 9 (a), and EDCR Rule 7.26.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on June 30, 2017, at Las Vegas, Nevada.


Conrad Voigt

SERVICE LIST

Keon Khiabani, et. al. vs. Motor Coach Industries, et. a l.

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